



## City of Franklin Regular Meeting May 12, 2026 6:00 PM City Hall

### 1. Call Meeting to Order Roll Call

### 2. Verification of Open Meetings Notice

**The Open meeting notice is posted on the north wall for viewing.**

We encourage residents to participate in our council meetings. Public comment is an essential part of our democratic process. To ensure everyone has a fair opportunity to speak, we are implementing a three-minute time limit for each speaker per topic during the public comments section. This will allow us to hear from as many community members as possible. We appreciate your understanding and cooperation as we work to create a space that is respectful and open to all. Thank you

### 3. Consent Agenda

3.a. Minutes of the previous meetings

3.b. Treasurer's Report

3.c. Budget Report

3.d. **CLAIMS**

- All approved claims, and current claims to be paid

3.e. Permits: Jim Rayburn/Brittany Sprauge, fence permit; Steve Schmidt, moving structure; Steve Dallman, addition to existing structure; Rhn Jacobsen, new structure.

3.f. Franklin County Sheriff's report

### 4. Discussion and Action Items

4.a. Discussion and action on the renewal of group health insurance with BCBS of NE increased by 2.30%, Delta Dental increased by 5% insurance, and Vision increased 0%.

4.b. Discussion and action on Hein Construction bid for 2027 and 2028.

- At the July 8, 2025, council meeting, the following motion was made: Motion was made by Mike Stephens, seconded by Sandy Urbina to approve Hein Construction's bid for one year 2026 proposal for the joint sealing project for \$13,750.00. This approval includes a contingency for the 2027 and 2028 proposals, subject to adequate performance in 2026. Motion Passed.

4.c. Discussion and action on approving South Central Economic Development District as nuisance officer for 2026.

4.d. Discussion and action on vacant property registration (VPR) program 2026

4.e. Discussion and action approve advertising bidding for C&D landfill expansion.

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The City of Franklin follows the Nebraska Open Meetings Act. A copy is displayed in this room as required by state law. The Mayor and City Council may enter an Executive Session anytime during the meeting, even if not listed on the agenda. The Mayor and City Council intend to follow the agenda order but may rearrange items to suit schedules. Individuals who wish to address the council may be allotted a speaking time of three minutes per person, per topic. Speakers are kindly requested to approach the podium and articulate their topic with clarity and professionalism.

4.f. Discussion and action on releasing the properties that received the 5-year forgivable loan with the Owner-Occupied Rehab grant in 2020 and 2021.

4.g. Discussion and action on job description and advertising for a property manager for Hutchins Building/Marcellus Flats.

4.h. Discussion and action on advertising a request for proposal for appliances for the Marcellus Flats.

4.i. Discussion and action on Animal Ordinance

4.j. Discussion and action on fuel surcharge on utility bills.

4.k. Discussion and action on approving payment to RMV Construction LLC of **\$110,413.12** for rehabilitation construction work of: structural steel final columns between buildings, drywall, plumbing, and electrical rough-in.

4.l. Discussion and action on approving payment to Erickson Sullivan Architects for **\$1,856.25** for engineering project management services.

4.m. Discussion and action on approving payment to SCEDD for \$4950.00 for grant administration services, 75% benchmark of construction expense spent.

4.n. Discussion and action on approving reimbursement of payment request for NAHTF funds payment #10

RMV Const.	\$110,413.12
ESA	\$ 1,856.25
SCEDD	\$ 4,950.00

**Total Funds requested: \$117,219.37**

4.o. Discussion and action on approving invoice#001 to RMV Construction LLC for **\$68,170.00** for exterior facade; materials & labor; small tools & equipment; general conditions; aluminum storefront; contractors fee.

4.p. Discussion and action on a proposed Change Order 003 for the Hutchins Building project.

4.q. Discussion and action on final payments that were made to AB Creative Inc for **\$39,356.66** and Tri-State Carports for **\$13,829.13** for West Shelter. Invoices were paid for per the Mayor's approval after inspections were done by City employees.

4.r. Discuss and action on hiring for the water/sewer superintendent position.

4.s. Discussion and action on park/cemetery caretaker position.

## 5. Resolution

5.a. Resolution 2026-03 Appointing SCEDD as Nuisance officer 2026

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6. **Public Comments**
7. **Adjourn**

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Franklin, Nebraska  
April 14, 2026

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on April 14, 2026, at 6:00 PM

Upon roll call, the following board members were in attendance: Dave Duncan, Dave Platt, Mike Stephens, Sandy Urbina, Absent: Margaret Siel.

Council President Dave Platt gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

Notice of this meeting was simultaneously given to all members and a copy of their acknowledgement of receipt of the notice and agenda was communicated in the advance notice as in the notice to the board members of this meeting. All proceedings hereafter shown were taken while the convened meeting was held open to the attendance of the public.

Mayor communications: Save the date of July 1, 2026, for the celebration of the new park features. More information to follow in the next few weeks.

Motion made by Dave Duncan, seconded by Mike Stephens to approve and/or receive the items on the Consent Agenda and to waive the oral reading of the minutes. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

AFLAC	\$636.26	INS.
AMANDA SHELTON	\$163.85	REIMB.
AMGL	\$7,200.00	FEE
ARMOR EQUIPMENT	\$74.59	MAINT.
MELODIE LYNN TURNER BELLAMY	\$2,550.00	FEE
BCBS	\$10,589.32	INS.
BLACK HILLS ENERGY	\$273.24	GAS
BRICK IT	\$12,680.89	GRANT
BUSINESS WORLD PRODUCTS	\$17.99	SUPPLY
CASPIAN CREATES	\$144.00	FEE
CENCON OF KANSAS	\$262.00	MAINT.
CHARITY OLSON	\$40.00	FEE
CHRISTIE MALL	\$80.00	FEE
CITY OF FRANKLIN	\$3,400.00	FEE
CITY OF FRANKLIN	\$1,797.00	FEE C&D SITE

CITY OF HOLDREGE	\$2,546.80	DISP.FEE
CORE AND MAIN LP	\$293.11	MAINT.
CPI	\$1,590.16	FUEL
DELTA DENTAL	\$581.28	INS.
DUNCAN WELDING	\$619.12	MAINT.
DUTTON LAINSON COMPANY	\$557.85	MAINT.
EAKES OFFICE SOLUTIONS	\$49.49	FEE
EFTPS	\$9,131.02	PAYROLL
ERICKSON SULLIVAN ARCHITECTS	\$4,957.50	GRANT
CITY OF FRANKLIN ELECTRIC FUND	\$4,650.34	ELECTRIC
RAQUEL FELZIEN	\$409.46	REIMB.
FOX INSURANCE	\$375.00	FEE
FRANKLIN AUTO PARTS	\$403.44	MAINT.
FRANKLIN COUNTY CHRONICLE	\$1,803.56	FEE
FRANKLIN COUNTY SHERIFF	\$6,032.00	FEE
FREEDOM CLAIMS	\$3,000.00	INS.
GLENWOOD TELECOM.	\$543.36	PHONE
GOLDSTAR PRODUCTS INC	\$1,183.52	MAINT.
HEIN CONSTRUCTION LLC	\$13,750.00	MAINT.
HOMTOWN LEASING	\$441.82	LEASE FEE
HUNTER JAMES	\$120.14	FEE
JEO CONSULTING GROUP INC	\$2,206.25	FEE
JIM FORDEN	\$380.00	MAINT.
JIMS OK TIRE	\$23.00	MAINT.
LANDMARK IMPLEMENT INC	\$318.21	MAINT.
LINDA LENNEMANN	\$40.00	REIMB.
LOUP VALLEY CABINS	\$1,434.60	SUPPLY
MIDLAND CONTRACTING	\$15,116.80	MAINT.
MG TRUST	\$4,838.77	PAYROLL
MORTON CONSTRUCTION LLC	\$22,832.00	GRANT
MUNICIPAL SUPPLY INC	\$1,677.38	MAINT.
NE DEPT OF REV.	\$7,177.57	SALES TAX

NE DEPT OF REV.	\$1,191.14	PAYROLL
NE PUBLIC HEALTH ENVIROMENTAL	\$38.00	FEE
NEBRASKA LIBRARY COMMISSON	\$945.00	FEE
NMVCA	\$135.00	SCHOOLING
NUESYNERGY INC	\$1,171.20	PAYROLL
ONE CALL CONCEPTS	\$36.70	FEE
PAYROLL	\$29,026.31	PAYROLL
PAULSEN AUTOMOTIVE	\$1,707.30	SUPPLY
PITSTOP AND SHOP	\$657.85	FUEL
PLANKS LUMBER AND HARWARE	\$295.46	SUPPLY
PLATTE VALLEY COMM KEARNEY	\$3,741.05	FEE
QUADIENT FINANCE/LEASE	\$529.97	POSTAGE/LEASE
R AND R SALES AND SERVICES INC	\$54.78	MAINT.
RELIABLE PEST CONTROL	\$160.00	MAINT.
RIGHTWAY GROCERY	\$245.46	SUPPLY
RMV CONST.	\$59,760.90	GRANT/NAHTF
SE SMITH AND SONS	\$2,574.81	MAINT.
SAHLING KENWORTH	\$424.32	MAINT.
SANITATION PRODUCTS	\$1,353.50	MAINT.
SCEDD	\$5,000.00	GRANT/RCRP
SOUTHERN PUBLIC POWER DISTRICT	\$50,398.76	FEE
SOUTHERN PUBLIC POWER DISTRICT	\$1,592.33	MAINT.
SWEETS GARAGE LLC	\$164.02	MAINT.
T&R ELECTRIC SUPPLY	\$10,123.28	MAINT/FIRE BARN
US BANK	\$3,756.59	SUPPLY/MAINT. FEE
VERIZON	\$79.93	PHONE
VSP	\$174.39	INS.
WAPA	\$5,954.87	POWER
<b>TOTAL:</b>	<b>\$330,285.61</b>	

Motion made by Mike Stephens, seconded by Dave Duncan to remove permits from consent agenda for approval. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Mike Stephens to approve Tonda Mattsion water connection permit; Jr Stover, new structure. To table Jim Rayburn/Brittany Sprague fence permit until next meeting. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Discussion on the audit report for fiscal year 2025 from Grant Harden from AMGL.

Motion made by Dave Duncan, seconded by Sandy Urbina to approve Franklin Chamber of Commerce's request to close streets as presented during June Jamboree on June 6, 2026. 14th Ave to 16th Ave on L Street 9am until 2pm 15th Ave from City Hall to L St from 9am until 4pm. L street to K Street until 2 am. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Abstain (With Conflict), Urbina: Yea  
Yea: 3, Nay: 0, Abstain (With Conflict): 1

Motion made by Mike Stephens, seconded by Sandy Urbina to approval of a \$619.12 invoice from Duncan Welding for services to the City of Franklin. Motion Passed.

Duncan: Abstain (With Conflict), Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 3, Nay: 0, Abstain (With Conflict): 1

Motion made by Mike Stephens, seconded by Sandy Urbina to approve changes to personal manual for residency to: Unless stated otherwise in the job description, all essential non-probationary full-time and regular part-time employees-except those working at the swimming pool shall reside within thirty (30) minutes of the City of Franklin. In this manual, "reside" means having and living in a permanent home, either owned or rented, where the employee regularly sleeps. Employees with on-call duties shall also meet these residency requirements during their on-call period. If you need to leave town for any reason, you are responsible for finding a replacement. On-call employees shall be able to respond within thirty (30) minutes. Motion Passed.

Duncan: Yea, Platt: Nay, Stephens: Yea, Urbina: Yea  
Yea: 3, Nay: 1  
Platt: Nay

Motion made by Dave Duncan, seconded by Sandy Urbina to approve the resignation of Drew Boston, the City's water/sewer/floodplain administrator. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Discussion on possibly job opening for the city.

Motion made by Mike Stephens, seconded by Dave Duncan to approve to advertise water/sewer superintendent job opening in Franklin County Chronicle, City website, City of Franklin's Facebook, Webster County Sun, Harlan County Journal, Minden Courier, Smith County Pioneer for two weeks April 22nd and 29th due by May 4, 2026. The committee will review the applications before the May 12, 2026, meeting. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Mike Stephens to approve the revised job

description for water sewer supt. job opening as presented. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Mike Stephens to approve the name of the building to be Hutchins Building and the apartments named Marcellus Flats. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Mike Stephens, seconded by Dave Duncan to approve the plaque wording to say Hutchins Building built 1888 preserved by the City of Franklin 2026 funded in part by Nebraska Affordable Housing Trust Fund. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Discussion on the existing globe lights at the city park. These lights are scheduled to be replaced as part of the improvements funded by the RCRP grant. Melodie Bellamy, the city lawyer, will work on drafting a surplus policy and present it to the council for review at the next scheduled meeting.

Motion made by Mike Stephens, seconded by Dave Duncan to table until next council meeting and review and surplus policy. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Mike Stephens, seconded by Dave Duncan to approve hiring South Central Economic Development District to review some properties for the nuisance program. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Discussion and review of the insurance packages. The BCBS health insurance is rising 2.3%, Delta Dental 5% increase, and Vision Service Plan had no increase. This information will be added to the May 12, 2026, meeting for more discussion and approval.

Discussion on Hutchins building, window, doors, brick, parking, marketing, and advertising for the property manager position.

Motion made by Dave Duncan, seconded by Sandy Urbina to approve Brick it additional cost to cut the corner bricks pending the match the current brick for \$1540. 80. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Platt, seconded by Dave Duncan to recommend denial of the claim to AB Creative Inc invoice of \$39,356.66 due to lack of adherence to the grading plan and failure to fix the issue including the elevation of the initial installation of the musical playground equipment. These issues must be resolved before May15, 2026. Time is of the essence due to the grant funding deadline and possibly loss of funds. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Dave Duncan to approval of South-Central Economic Development District invoice#2081 for 75% general administration for \$5,000.00 budget for RCRP grant. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Sandy Urbina to approval of Morton Construction concrete patio for west shelter for \$17,932.00. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Mike Stephens to approval of RMV Construction #9 for \$59,760.90 for the NAHTF grant, rehabilitation construction work of: framing, flooring, and electric rough-in. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Mike Stephens to approval of Erickson Sullivan Architects invoice#13-35024 for \$3712.50 for the NAHTF grant for engineering project management services. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Dave Duncan to approval of reimbursement of payment request for NAHTF funds payment #9. RMV Construction \$59,760.90; ESA \$3,712.50; Total funds requested: \$63,473.40. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Sandy Urbina to approve resolution 2026-03 for Salaries for Summer employees. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Public comments: Connie Schmidt, 613 12<sup>th</sup> Ave, swimming pool wages, Jim Rayburn's fence permit. Helen Sweet, 922 J St, stated how the yard next to her daughter is much improved.

Adjourn meeting at 9:57 PM

ATTEST:

APPROVED:

\_\_\_\_\_  
Raquel Felzien, City Clerk

\_\_\_\_\_  
David Platt, Council President

Franklin, Nebraska  
April 29, 2026

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on April 29, 2026, at 4:30 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Dave Duncan, Mike Stephens, Sandy Urbina, Absent: Dave Platt..

Mayor Siel gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

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Motion made by Mike Stephens, seconded by Sandy Urbina to approve Sam McKinney's resignation from the park/cemetery caretaker floater position. Motion Passed.

Duncan: Yea, Platt: Absent, Stephens: Yea, Urbina: Yea  
Yea: 3, Nay: 0, Absent: 1

Motion made by Dave Duncan, seconded by Mike Stephens to approve Loyal Lawn Care to mow the cemetery from May 11, 2026, to June 17, 2026, for \$1,500 for full service, mowing and trimming and \$800 for only mowing. Motion Passed.

Duncan: Yea, Platt: Absent, Stephens: Yea, Urbina: Yea  
Yea: 3, Nay: 0, Absent: 1

Motion made by Mike Stephens, seconded by Dave Duncan to approve advertising for a contractor to mow and trim the cemetery for 2026 request deadline by June 3, 2026. Motion Passed.

Duncan: Yea, Platt: Absent, Stephens: Yea, Urbina: Yea  
Yea: 3, Nay: 0, Absent: 1

Motion made by Mike Stephens, seconded by Sandy Urbina to approve advertising for ordinance officer, zoning administrator, and floodplain administrator, deadline Jun 3, 2026. Motion Passed.

Duncan: Yea, Platt: Absent, Stephens: Yea, Urbina: Yea  
Yea: 3, Nay: 0, Absent: 1

Adjourn meeting at 6:11 PM

ATTEST:

APPROVED:

\_\_\_\_\_  
Raquel Felzien, City Clerk

\_\_\_\_\_  
Margaret Siel, Mayor



Franklin Public Library  
Board of Trustees  
Regular Meeting  
April 6, 2026

The meeting was called to order at 6:05 p.m. by President Joan Dorn . In attendance, were Trustees, Joan Dorn, Taylor Herrick, Melinda Siel, Linda Lennemann, Brandi Siel and Librarian Amanda Shelton. Absent: Visitors: None

Open Meetings Act posted.  
Notice of Meeting posted.

Joan Dorn presented the agenda. The minutes of the February meeting were read. Linda made a motion and Taylor seconded the motion to approve the agenda and minutes. Motion carried 4-0.

Trustee Susie Headrick submitted her letter of resignation from the Franklin Library Board. A motion was made by Melinda Siel seconded by Linda Lennemann to accept the resignation of Susie Headrick. Motion carried 4-0.

Taylor Herrick made a motion and Melinda Siel seconded the motion to approve Brandi Siel as Trustee to replace Susie Headrick. Motion carried 4-0

Correspondence & Communication:  
A thank you received from Susie Headrick

No visitor comments  
Librarian Report:

Amanda presented the Summer Reading Program schedule with many activities available beginning May 28, June 4, 11, 18 and 25. The theme is Unearth a Story. Teen programs will be offered May 28, June 4, 11, and 18.

Melinda Siel moved and Taylor Herrick seconded the motion to approve hiring Kallie Rutt, Lola Loschen, Olivia Loschen, Lena Loschen, Lindy Loschen, Jovie Carraher, and Ruby Carraher at the rate of \$12.50 per hour and Lisa Harrison at the \$15 per hour for the Summer Reading Program days. Motion carried 5-0

The City of Franklin will host a celebration to feature the patio area and improvements done in the park July 1, 2026.

The AWE computer has quit working. Amanda applied for a grant to replace this computer.

Circulation statistics for January and February were reviewed.

There were no committee reports.  
Other items of interest:

There was no other business. Linda made a motion to adjourn and Melinda seconded the motion. Motion carried 5-0

Meeting adjourned at 6:40 p.m.

The next regular meeting will be June 1, 2026

Melinda Siel, Secretary

Franklin, Nebraska  
May 11, 2026

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on May 11, 2026, at 6:00 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Dave Duncan, Dave Platt, Mike Stephens, Sandy Urbina..

Mayor Siel gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

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Discussion and interviews for the water/sewer superintendent position.

No action taken on hiring for the position.

Adjourn meeting at 8:41 PM

ATTEST:

APPROVED:

\_\_\_\_\_  
Raquel Felzien, City Clerk

\_\_\_\_\_  
Margaret Siel, Mayor

Cornerstone Bank & SCSB		for MAY 12, 2026 meeting				
Beginging Balance	\$972,252.52					
Credit Transactions	\$267,324.77					
Debit Transactions	\$389,465.06					
ending bank balance	\$850,112.23					
C & D Enterprise Fund	\$82,256.59					
Farmers State Bank Trust/ Health Acct	\$69,080.40					
<b>TOTAL OF ALL CHECKING ACCOUNTS</b>	<b>\$1,001,449.22</b>					
CD BALANCES CORNERSTONE BANK (C	CERTIFICATE VALUE	INTEREST EARNED	RATE	MATURITY DATE	ACCOUNT TERM	
CSB CD#114064	\$55,980.52	\$0.00	3.70%	08/05/2026	7 MONTHS	
CSB CD# 115430	\$285,602.38	\$1,697.98	3.70%	9/20/2026	7 MONTHS	
CSB CD#127419	\$157,832.23	\$1,480.42	3.84%	7/9/2026	7 MONTHS	
CSB CD#128049	\$308,912.26	\$0.00	3.70%	08/06/2026	7 MONTHS	
CSB CD#128711	\$181,667.20	\$0.00	3.70%	08/26/2026	7 MONTHS	
CSB CD#135024	\$79,127.04	\$0.00	3.70%	8/26/2026	7 MONTHS	
CSB CD#137368	\$58,146.48	\$566.49	3.99%	5/9/2026	7 MONTHS	
CSB CD#137370	\$57,601.91	\$561.19	3.99%	5/9/2026	7 MONTHS	
<b>Total CBS:</b>	<b>\$1,184,870.02</b>	<b>\$4,306.08</b>				
SOUTH CENTRAL STATE BANK (SCS	CERTIFICATE VALUE	INTEREST EARNED	RATE	MATURITY DATE	ACCOUNT TERM	
SCSB CD#405884	\$55,936.19	\$505.71	3.70%	06/07/2026	5 MONTHS	
SCSB CD#405922	\$454,923.34	\$0.00	3.70%	8/21/2026	5 MONTHS	
SCSB CD#405923	\$335,925.00	\$0.00	3.70%	08/21/2026	5 MONTHS	
<b>Total SCSB:</b>	<b>\$846,784.53</b>	<b>\$505.71</b>				
<b>Total CD's Investments:</b>	<b>\$2,031,654.55</b>	<b>\$4,811.79</b>				
<b>GRAND TOTAL CHECKING &amp; CD'S:</b>	<b>\$3,033,103.77</b>					

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
05-00-4100	PROPERTY TAX	10,424.51	69,589.95	28.05	178,541.72	248,131.67
05-00-4103	CITY SALES TAX	11,316.38	57,042.75	47.54	62,957.25	120,000.00
05-00-4211	STATE EQUALIZATION PYMT		49,340.53	34.03	95,643.27	144,983.80
05-00-4300	INTEREST		263,416.35	1,053.67	238,416.35-	25,000.00
05-00-4305	MISC REVENUES	100.00	7,282.50	58.26	5,217.50	12,500.00
05-00-4310	DOG LICENSE/IMPOUND FEES				500.00	500.00
05-00-4320	LIQUOR/TOBACCO LICENSE		900.00	25.71	2,600.00	3,500.00
05-00-4340	FINES & FEES	375.00	2,283.00	30.44	5,217.00	7,500.00
05-00-4343	GRANT MONEY - CDBG				10,000.00	10,000.00
05-00-4348	MOSQUITO SPRAYING/BLOOMINGTON		185.00		185.00-	
05-00-4380	FRANCHISE FEES		3,203.73	64.07	1,796.27	5,000.00
05-00-4400	INSURANCE PROCEES				10,000.00	10,000.00
05-00-4611	HSA REIMBURSEMENT	868.76	5,740.38		5,740.38-	
	ADMIN TOTAL	23,084.65	458,984.19	78.18	128,131.28	587,115.47
SUMMER RECREATION DEPARTMENT						
05-01-4010	BALL PARK REGISTRATIONS	50.00	1,675.00	67.00	825.00	2,500.00
05-01-4014	BALL PARK ADMISSIONS				4,000.00	4,000.00
05-01-4016	BALL PARK CONCESSIONS		603.54		603.54-	
05-01-4640	SUMMER REC DONATIONS	1,600.00	1,650.00	82.50	350.00	2,000.00
	SUMMER RECREATION TOTAL	1,650.00	3,928.54	46.22	4,571.46	8,500.00
POOL DEPARTMENT						
05-03-4014	POOL ADMISSIONS				5,000.00	5,000.00
05-03-4016	POOL CANDY				1,500.00	1,500.00
05-03-4017	SWIMMING LESSONS				1,500.00	1,500.00
05-03-4108	SWIM TEAM REVENUE				300.00	300.00
05-03-4303	POOL MISC REVENUE				200.00	200.00
	POOL TOTAL	.00	.00	.00	8,500.00	8,500.00
PARK DEPARTMENT						
05-04-4015	RV PARK INCOME	535.21	2,530.49	126.52	530.49-	2,000.00
05-04-4343	GRANT MONEY		22,552.10	3.76	577,447.90	600,000.00
	PARK TOTAL	535.21	25,082.59	4.17	576,917.41	602,000.00
LIBRARY DEPARTMENT						
05-08-4018	LIBRARY INCOME	59.10	557.35	37.16	942.65	1,500.00
05-08-4305	MISC REVENUE - LIBRARY				500.00	500.00
	LIBRARY TOTAL	59.10	557.35	27.87	1,442.65	2,000.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
CEMETERY DEPARTMENT						
05-11-4020	CEMETERY INCOME	600.00	5,975.00	74.69	2,025.00	8,000.00
	CEMETERY TOTAL	600.00	5,975.00	74.69	2,025.00	8,000.00
	GENERAL TOTAL	25,928.96	494,527.67	40.66	721,587.80	1,216,115.47
ADMIN DEPARTMENT						
12-00-4230	HIGHWAY ALLOCATIONS - STR	15,681.58	105,982.22	62.99	62,264.78	168,247.00
12-00-4231	MOTOR VEHICLE FEES - STR	823.53	12,094.45	60.47	7,905.55	20,000.00
12-00-4321	ROAD TAX - STR	202.12	1,406.08	28.12	3,593.92	5,000.00
12-00-4331	MOTOR VEHICLE SALESTAX RECEIPT	1,400.35	11,237.69	37.46	18,762.31	30,000.00
12-00-4400	SALE OF EQUIPMENT				5,000.00	5,000.00
12-00-4611	HSA REIMBURSEMENT		1.22		1.22-	
	ADMIN TOTAL	18,107.58	130,721.66	57.27	97,525.34	228,247.00
	STREET TOTAL	18,107.58	130,721.66	57.27	97,525.34	228,247.00
14-00-4343	C4K GRANT MONEY REVENUE	80.40-	357.77-		357.77	
	ADMIN TOTAL	80.40	357.77	.00	357.77-	.00
	C4K GRANT TOTAL	80.40	357.77	.00	357.77-	.00
16-00-4103	CDA CITY SALES TAX REVENUE	3,772.13	19,014.26	54.33	15,985.74	35,000.00
16-00-4125	LOAN PROCEEDS/CDA GRANT	38,071.42	487,849.57	34.31	934,150.43	1,422,000.00
16-00-4910	TRANSFER FROM OTHER FUNDS				500,000.00	500,000.00
	ADMIN TOTAL	41,843.55	506,863.83	25.90	1450,136.17	1,957,000.00
	CDA TOTAL	41,843.55	506,863.83	25.90	1450,136.17	1,957,000.00
	TOTAL REVENUE	85,960.49	1,132,470.93	33.29	2268,891.54	3,401,362.47

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
SUMMER RECREATION DEPARTMENT						
05-01-5010	FUEL		130.12	65.06	69.88	200.00
05-01-5040	ELECTRICITY BALL PARK				200.00	200.00
05-01-5110	SALARIES- SUMMER REC	1,000.00	1,000.00	40.00	1,500.00	2,500.00
05-01-5111	UMPIRE FEES	3,000.00	3,000.00	100.00		3,000.00
05-01-5120	FICA	76.50	76.50	38.25	123.50	200.00
05-01-5150	PLAYER INSURANCE				400.00	400.00
05-01-5280	UNIFORMS				1,000.00	1,000.00
05-01-5310	CHEMICALS		790.53	316.21	540.53-	250.00
05-01-5320	MATERIALS/SUPPLIES		486.84	48.68	513.16	1,000.00
05-01-5321	EQUIPMENT		74.00	4.93	1,426.00	1,500.00
05-01-5350	PRINTING				100.00	100.00
05-01-5420	MAINT/REPAIRS		45.62	2.28	1,954.38	2,000.00
05-01-5450	FEES/DUES	142.45	1,360.95	136.10	360.95-	1,000.00
05-01-5610	SUMMER RECREATION MISC EXPENSE	200.00	200.00	40.00	300.00	500.00
05-01-5800	CAPITAL OUTLAY- SUM REC		5,604.28	112.09	604.28-	5,000.00
	SUMMER RECREATION TOTAL	4,418.95	12,768.84	67.74	6,081.16	18,850.00
POOL DEPARTMENT						
05-03-5020	PHONE - POOL		110.49-	22.10-	610.49	500.00
05-03-5030	NATURAL GAS - POOL				1,000.00	1,000.00
05-03-5040	ELECTRICITY - POOL				1,500.00	1,500.00
05-03-5110	SALARIES - POOL	57.75	57.75	.14	39,942.25	40,000.00
05-03-5120	FICA EXPENSE - POOL	4.42	4.42	.12	3,745.58	3,750.00
05-03-5140	PROFESSIONAL - POOL	599.76	1,457.75	97.18	42.25	1,500.00
05-03-5150	INSURANCE - POOL		4,692.24	93.84	307.76	5,000.00
05-03-5310	CHEMICALS - POOL		446.93	3.72	11,553.07	12,000.00
05-03-5320	MATERIAL/SUPPLIES - POOL		3.49	.12	2,996.51	3,000.00
05-03-5420	MAINTENANCE & REPAIRS - POOL				20,000.00	20,000.00
05-03-5440	SCHOOLING - POOL				1,000.00	1,000.00
05-03-5450	FEES & DUES - POOL	80.00	522.50	65.31	277.50	800.00
05-03-5610	MISC EXPENSE - POOL	200.00	200.00	66.67	100.00	300.00
05-03-5611	SWIM TEAM EXPENSES				500.00	500.00
05-03-5630	CONTRACTS & AGREEMENTS - POOL	21.35	60.05	24.02	189.95	250.00
05-03-5800	CAPITAL OUTLAY - POOL	1,434.60	1,434.60	35.87	2,565.40	4,000.00
	POOL TOTAL	2,397.88	8,769.24	9.22	86,330.76	95,100.00
PARK DEPARTMENT						
05-04-5010	FUEL - PARK	29.31	793.22	39.66	1,206.78	2,000.00
05-04-5020	PHONE - PARK	34.95	244.65	48.93	255.35	500.00
05-04-5040	ELECTRICITY - PARK	507.57	1,427.31	47.58	1,572.69	3,000.00
05-04-5070	PENSION PLAN - PARK	215.83	776.52	77.65	223.48	1,000.00
05-04-5110	SALARIES - PARK	3,691.66	15,724.66	52.42	14,275.34	30,000.00
05-04-5120	SOCIAL SECURITY - PARK	243.18	945.77	41.12	1,354.23	2,300.00
05-04-5140	PROFESSIONAL - PARK	602.64	1,464.75	97.65	35.25	1,500.00
05-04-5150	INSURANCE - PARK		3,437.28	85.93	562.72	4,000.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-04-5151	LIFE INSURANCE - PARK		19.20	9.60	180.80	200.00
05-04-5152	FSA NUESYENERGY		1,627.06		1,627.06-	
05-04-5160	UNEMPLOYMENT - PARK		4.60	4.60	95.40	100.00
05-04-5190	HEALTH INSURANCE - PARK	1,355.64	8,465.16	60.47	5,534.84	14,000.00
05-04-5192	DENTAL/VISION INS	114.35	664.59	94.94	35.41	700.00
05-04-5280	UNIFORMS - PARK		217.97	87.19	32.03	250.00
05-04-5310	CHEMICALS - PARK		790.53	45.17	959.47	1,750.00
05-04-5320	MATERIALS/SUPPLIES - PARK	480.30	2,281.35	76.05	718.65	3,000.00
05-04-5340	OFFICE EXPENSES - PARK		23.54	4.71	476.46	500.00
05-04-5420	MAINTENANCE/REPAIRS - PARK	471.97	1,329.76	21.45	4,870.24	6,200.00
05-04-5450	FEES & DUES - PARK	56.71	65.61	8.20	734.39	800.00
05-04-5610	MISCELLANEOUS - PARK				300.00	300.00
05-04-5630	CONTRACTS & AGREEMENTS -PARK	291.60	7,531.60	1,506.32	7,031.60-	500.00
05-04-5800	CAPITAL OUTLAY - PARK	70,488.29	291,715.34	41.79	406,284.66	698,000.00
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	PARK TOTAL	78,584.00	339,550.47	44.06	431,049.53	770,600.00

GENERAL DEPARTMENT

05-05-5010	FUEL - GEN		171.90	24.56	528.10	700.00
05-05-5020	PHONE - GEN	225.55	1,530.96	61.24	969.04	2,500.00
05-05-5040	ELECTRICITY - GEN	233.16	1,572.78	39.32	2,427.22	4,000.00
05-05-5070	PENSION PLAN - GEN	297.80	2,298.99	51.09	2,201.01	4,500.00
05-05-5110	SALARIES - GEN	6,183.66	55,199.83	55.20	44,800.17	100,000.00
05-05-5120	SOCIAL SECURITY - GEN	482.86	4,305.19	56.28	3,344.81	7,650.00
05-05-5140	PROFESSIONAL - GEN	3,149.76	19,969.15	44.38	25,030.85	45,000.00
05-05-5150	INSURANCE - GEN		17,595.88	87.98	2,404.12	20,000.00
05-05-5151	LIFE INSURANCE - GEN		38.34	38.34	61.66	100.00
05-05-5160	UNEMPLOYMENT - GEN		4.60	6.13	70.40	75.00
05-05-5190	HEALTH INSURANCE - GEN	641.78	4,506.96	15.02	25,493.04	30,000.00
05-05-5192	VISION/DENTAL INS	158.03	1,171.52	46.86	1,328.48	2,500.00
05-05-5280	UNIFORM - GEN		53.00	10.60	447.00	500.00
05-05-5310	CHEMICALS - GEN				1,000.00	1,000.00
05-05-5320	MATERIALS/SUPPLIES - GEN	128.73	1,190.52	17.01	5,809.48	7,000.00
05-05-5340	OFFICE EXPENSES - GEN		706.32	28.25	1,793.68	2,500.00
05-05-5360	POSTAGE - GENERAL		58.93	19.64	241.07	300.00
05-05-5420	MAINTENANCE/REPAIRS - GEN	431.85	4,443.83	18.52	19,556.17	24,000.00
05-05-5440	SCHOOLING - GEN	227.39	2,735.98	45.60	3,264.02	6,000.00
05-05-5450	FEES & DUES - GEN	5,163.93	39,107.91	71.11	15,892.09	55,000.00
05-05-5459	ELECTION EXPENSES - GEN				400.00	400.00
05-05-5610	MISC - GENERAL		10,621.63	1,062.16	9,621.63-	1,000.00
05-05-5630	CONTRACTS & AGREEMENTS- GEN	877.23	20,234.06	57.81	14,765.94	35,000.00
05-05-5800	CAPITAL OUTLAY - GEN	3,741.05	3,741.05	10.69	31,258.95	35,000.00
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	GENERAL TOTAL	21,942.78	191,259.33	49.71	193,465.67	384,725.00

POLICE DEPARTMENT

05-06-5110	SALARIES - POL	236.20	1,734.17	10.84	14,265.83	16,000.00
05-06-5120	SOCIAL SECURITY - POL	18.07	132.66	26.53	367.34	500.00
05-06-5140	PROFESSIONAL - POL	599.76	1,457.75	104.13	57.75-	1,400.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-06-5150	INSURANCE - POL		11,730.59	117.31	1,730.59-	10,000.00
05-06-5151	LIFE INSURANCE - POL				75.00	75.00
05-06-5160	UNEMPLOYMENT - POL		4.60		4.60-	
05-06-5630	CONTRACTS & AGREEMENTS - POL	6,032.00	52,224.00	63.39	30,160.00	82,384.00
	POLICE TOTAL	6,886.03	67,283.77	60.97	43,075.23	110,359.00
LIBRARY DEPARTMENT						
05-08-5020	PHONE - LIB	109.45	765.42	58.88	534.58	1,300.00
05-08-5040	ELECTRICITY - LIB	487.30	2,325.98	58.15	1,674.02	4,000.00
05-08-5070	PENSION PLAN - LIB	180.97	1,334.47	70.24	565.53	1,900.00
05-08-5110	SALARIES - LIB	4,050.95	30,655.06	55.74	24,344.94	55,000.00
05-08-5111	SALARIES- CLEANING	50.00	350.00	58.33	250.00	600.00
05-08-5120	SOCIAL SECURITY - LIB	303.82	2,295.46	54.65	1,904.54	4,200.00
05-08-5140	PROFESSIONAL - LIB	599.76	1,457.75	97.18	42.25	1,500.00
05-08-5150	INSURANCE - LIB		2,346.12	117.31	346.12-	2,000.00
05-08-5151	LIFE INSURANCE - LIB		38.34	38.34	61.66	100.00
05-08-5152	FSA NUESYENERGY		104.31		104.31-	
05-08-5160	UNEMPLOYMENT - LIB		4.60	6.13	70.40	75.00
05-08-5190	HEALTH INSURANCE - LIB	641.78	4,492.46	56.16	3,507.54	8,000.00
05-08-5192	DENTAL/VISION INS	62.69	449.94	74.99	150.06	600.00
05-08-5280	UNIFORMS - LIB		140.34	56.14	109.66	250.00
05-08-5310	CHEMICALS - LIB				50.00	50.00
05-08-5320	MATERIALS/SUPPLIES - LIB	38.38	757.16	50.48	742.84	1,500.00
05-08-5340	OFFICE EXPENSES - LIB	39.60	753.01	50.20	746.99	1,500.00
05-08-5420	MAINTENANCE/REPAIRS - LIB		5,539.88	92.33	460.12	6,000.00
05-08-5440	SCHOOLING - LIB	163.85	667.49	55.62	532.51	1,200.00
05-08-5450	FEES & DUES - LIB	972.99	1,752.18	94.71	97.82	1,850.00
05-08-5610	MISCELLANEOUS - LIB				100.00	100.00
05-08-5630	CONTRACTS & AGREEMENTS - LIB	101.91	1,322.93	52.92	1,177.07	2,500.00
05-08-5662	SUMMER READING PROGRAM - LIB	135.26	665.10	66.51	334.90	1,000.00
05-08-5800	CAPITAL OUTLAY - LIB		2,698.79	134.94	698.79-	2,000.00
05-08-5801	BOOKS/VIDEOS/MAG.LIB	313.88	2,921.63	46.75	3,328.37	6,250.00
	LIBRARY TOTAL	8,252.59	63,838.42	61.69	39,636.58	103,475.00
CEMETERY DEPARTMENT						
05-11-5010	FUEL - CEM		366.65	30.55	833.35	1,200.00
05-11-5070	PENSION PLAN - CEM	102.57	652.94	65.29	347.06	1,000.00
05-11-5110	SALARIES - CEM	1,803.76	13,665.51	45.55	16,334.49	30,000.00
05-11-5120	SOCIAL SECURITY - CEM	101.75	790.54	34.37	1,509.46	2,300.00
05-11-5140	PROFESSIONAL - CEM	599.76	1,457.75	97.18	42.25	1,500.00
05-11-5150	INSURANCE - CEM		1,173.06	83.79	226.94	1,400.00
05-11-5151	LIFE INSURANCE - CEM		19.14	9.57	180.86	200.00
05-11-5160	UNEMPLOYMENT - CEM		4.60	6.13	70.40	75.00
05-11-5190	HEALTH INSURANCE - CEM	1,203.33	8,302.60	59.30	5,697.40	14,000.00
05-11-5192	DENTAL/VISION INS	88.99	637.68	91.10	62.32	700.00
05-11-5310	CHEMICALS - CEM		790.54	395.27	590.54-	200.00
05-11-5320	MATERIALS/SUPPLIES - CEM	9.98	9.98	.33	2,990.02	3,000.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-11-5420	MAINTENANCE/REPAIRS - CEM	180.00	470.98	6.73	6,529.02	7,000.00
05-11-5450	FEES & DUES - CEM				100.00	100.00
05-11-5610	MISCELLANEOUS - CEM				100.00	100.00
05-11-5630	CONTRACTS & AGREEMENTS - CEM		500.00	71.43	200.00	700.00
05-11-5800	CAPITAL OUTLAY - CEM				10,000.00	10,000.00
	CEMETERY TOTAL	4,090.14	28,841.97	39.25	44,633.03	73,475.00
	GENERAL TOTAL	126,572.37	712,312.04	45.76	844,271.96	1,556,584.00

ADMIN DEPARTMENT

12-00-5010	FUEL - STR	1,167.41	4,761.06	38.09	7,738.94	12,500.00
12-00-5020	PHONE - STR	74.87	524.21	52.42	475.79	1,000.00
12-00-5040	ELECTRICITY - STR	2,110.92	14,951.38	54.37	12,548.62	27,500.00
12-00-5070	PENSION PLAN - STR	276.10	2,079.79	63.99	1,170.21	3,250.00
12-00-5110	SALARIES - STR	4,601.60	34,663.66	50.24	34,336.34	69,000.00
12-00-5120	SOCIAL SECURITY - STR	344.82	2,611.25	49.27	2,688.75	5,300.00
12-00-5140	PROFESSIONAL - STR	599.76	2,457.75	37.81	4,042.25	6,500.00
12-00-5150	INSURANCE - STR		17,595.88	87.98	2,404.12	20,000.00
12-00-5151	LIFE INSURANCE - STR		31.08	31.08	68.92	100.00
12-00-5160	UNEMPLOYMENT - STR		4.60	6.13	70.40	75.00
12-00-5190	HEALTH INSURANCE - STR	2,599.20	18,194.40	51.98	16,805.60	35,000.00
12-00-5192	DENTAL/VISION INS	170.75	1,243.17	62.16	756.83	2,000.00
12-00-5280	UNIFORMS - STR		120.34	48.14	129.66	250.00
12-00-5310	CHEMICALS - STR		53.25	7.61	646.75	700.00
12-00-5320	MATERIALS/SUPPLIES - STR	344.14	1,468.94	45.90	1,731.06	3,200.00
12-00-5340	OFFICE EXPENSES - STR				500.00	500.00
12-00-5380	SAND AND GRAVEL - STR		2,040.23	20.40	7,959.77	10,000.00
12-00-5381	JOINT SEAL - STR	13,750.00	13,750.00	91.67	1,250.00	15,000.00
12-00-5390	CEMENT - STR		617.40	2.06	29,382.60	30,000.00
12-00-5400	SIGNS - STR		662.48	44.17	837.52	1,500.00
12-00-5420	MAINTENANCE/REPAIRS - STR	2,626.64	23,471.99	78.24	6,528.01	30,000.00
12-00-5421	ARMOR COATING - STR		39,733.60	264.89	24,733.60	15,000.00
12-00-5422	TAC COTE AND COLD MIX - STR				4,000.00	4,000.00
12-00-5423	ICE MELT - STR		1,162.66	38.76	1,837.34	3,000.00
12-00-5450	FEES & DUES - STR		57.62	28.81	142.38	200.00
12-00-5630	CONTRACTS & AGREEMENTS -STREET	40.00	40.00	20.00	160.00	200.00
12-00-5800	CAPITAL OUTLAY - STR		21,965.00	439.30	16,965.00	5,000.00
	ADMIN TOTAL	28,706.21	204,261.74	67.91	96,513.26	300,775.00
	STREET TOTAL	28,706.21	204,261.74	67.91	96,513.26	300,775.00
14-00-5640	C4K EXPENSE		329.36	3.29	9,670.64	10,000.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	.00	329.36	3.29	9,670.64	10,000.00
	C4K GRANT TOTAL	.00	329.36	3.29	9,670.64	10,000.00
16-00-5640	CDA EXPENDITURE				6,000.00	6,000.00
16-00-5700	REVOLVING LOAN		21,138.56		21,138.56-	
16-00-5800	CDA CAPITAL OUTLAY	64,718.40	488,228.46	25.40	1433,771.54	1,922,000.00
	ADMIN TOTAL	64,718.40	509,367.02	26.42	1418,632.98	1,928,000.00
	CDA TOTAL	64,718.40	509,367.02	26.42	1418,632.98	1,928,000.00
	TOTAL EXPENSES	219,996.98	1,426,270.16	37.58	2369,088.84	3,795,359.00
	NET PROFIT/LOSS:	134,036.49-	293,799.23-	74.57	100,197.30-	393,996.53-



**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	23,084.65	458,984.19	78.18	128,131.28	587,115.47
	SUMMER RECREATION TOTAL	1,650.00	3,928.54	46.22	4,571.46	8,500.00
	POOL TOTAL	.00	.00	.00	8,500.00	8,500.00
	PARK TOTAL	535.21	25,082.59	4.17	576,917.41	602,000.00
	LIBRARY TOTAL	59.10	557.35	27.87	1,442.65	2,000.00
	CEMETERY TOTAL	600.00	5,975.00	74.69	2,025.00	8,000.00
	GENERAL TOTAL	25,928.96	494,527.67	40.66	721,587.80	1,216,115.47
	ADMIN TOTAL	18,107.58	130,721.66	57.27	97,525.34	228,247.00
	STREET TOTAL	18,107.58	130,721.66	57.27	97,525.34	228,247.00
	TOTAL REVENUE	44,036.54	625,249.33	43.29	819,113.14	1,444,362.47
	SUMMER RECREATION TOTAL	4,418.95	12,768.84	67.74	6,081.16	18,850.00
	POOL TOTAL	2,397.88	8,769.24	9.22	86,330.76	95,100.00
	PARK TOTAL	78,584.00	339,550.47	44.06	431,049.53	770,600.00
	GENERAL TOTAL	21,942.78	191,259.33	49.71	193,465.67	384,725.00
	POLICE TOTAL	6,886.03	67,283.77	60.97	43,075.23	110,359.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	LIBRARY TOTAL	8,252.59	63,838.42	61.69	39,636.58	103,475.00
	CEMETERY TOTAL	4,090.14	28,841.97	39.25	44,633.03	73,475.00
	GENERAL TOTAL	126,572.37	712,312.04	45.76	844,271.96	1,556,584.00
	ADMIN TOTAL	28,706.21	204,261.74	67.91	96,513.26	300,775.00
	STREET TOTAL	28,706.21	204,261.74	67.91	96,513.26	300,775.00
	TOTAL EXPENSES	155,278.58	916,573.78	49.35	940,785.22	1,857,359.00
	NET PROFIT/LOSS:	111,242.04-	291,324.45-	70.54	121,672.08-	412,996.53-

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
01-00-4010	CONSUMERS REVENUE - ELEC	94,421.65	754,168.15	55.86	595,831.85	1,350,000.00
01-00-4050	PENALTY REVENUE - ELEC	925.87	7,518.72	100.25	18.72-	7,500.00
01-00-4300	INTEREST - ELEC		353.35	11.78	2,646.65	3,000.00
01-00-4340	FINES & FEES - ELEC				25.00	25.00
01-00-4500	METER DEPOSITS	225.00	1,575.00	46.32	1,825.00	3,400.00
01-00-4610	MISC REVENUES - ELEC		3,215.82	80.40	784.18	4,000.00
01-00-4611	HSA REIMBURSEMENT	234.26	1,843.94		1,843.94-	
	ADMIN TOTAL	95,806.78	768,674.98	56.19	599,250.02	1,367,925.00
POWER PLANT DEPARTMENT						
01-10-4360	NPPD AGREEMENT REV - PP		82,125.00	40.06	122,875.00	205,000.00
01-10-4362	NPPD REIMB NATURAL GAS - PP	535.28	908.33	18.17	4,091.67	5,000.00
01-10-4363	NPPD REIMB CELL PHONE - PP		120.00	50.00	120.00	240.00
01-10-4611	HSA REIMBURSEMENT	6.35	48.81		48.81-	
	POWER PLANT TOTAL	541.63	83,202.14	39.57	127,037.86	210,240.00
	ELECTRIC TOTAL	96,348.41	851,877.12	53.98	726,287.88	1,578,165.00
ADMIN DEPARTMENT						
02-00-4010	CONSUMERS REVENUE - WTR	13,791.19	108,154.08	47.02	121,845.92	230,000.00
02-00-4011	LRNRD WATER INCOME - WTR	3,458.17	39,525.89	60.81	25,474.11	65,000.00
02-00-4020	MISC WATER INCOME	19,220.00	193,497.57	3,869.95	188,497.57-	5,000.00
02-00-4050	PENALTY REVENUE - WTR	119.65	1,132.09	56.60	867.91	2,000.00
02-00-4300	INTEREST - WATER		353.35	12.85	2,396.65	2,750.00
02-00-4611	HSA REIMBURSEMENT	77.98	569.82		569.82-	
	ADMIN TOTAL	36,666.99	343,232.80	112.63	38,482.80-	304,750.00
	WATER TOTAL	36,666.99	343,232.80	112.63	38,482.80-	304,750.00
ADMIN DEPARTMENT						
03-00-4010	CONSUMERS REVENUE - SWR	9,059.78	66,576.45	55.48	53,423.55	120,000.00
03-00-4050	PENALTY REVENUE - SWR	88.00	696.07	69.61	303.93	1,000.00
03-00-4300	INTEREST -SEWER		353.35	11.78	2,646.65	3,000.00
03-00-4611	HSA REIMBURSEMENT	74.79	489.20		489.20-	
	ADMIN TOTAL	9,222.57	68,115.07	54.93	55,884.93	124,000.00
	SEWER TOTAL	9,222.57	68,115.07	54.93	55,884.93	124,000.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
04-00-4611	HSA REIMBURSEMENT	152.86	1,211.63		1,211.63-	
	ADMIN TOTAL	152.86	1,211.63	.00	1,211.63-	.00
SANITATION DEPARTMENT						
04-07-4010	CONSUMERS REVENUE - SAN	14,636.44	105,263.94	52.63	94,736.06	200,000.00
04-07-4050	PENALTY REVENUE - SAN	157.03	1,208.99	80.60	291.01	1,500.00
04-07-4200	C & D REVENUE - SAN	1,727.50	10,787.00	107.87	787.00-	10,000.00
04-07-4300	INTEREST - SAN		353.36	11.78	2,646.64	3,000.00
	SANITATION TOTAL	16,520.97	117,613.29	54.83	96,886.71	214,500.00
WASTE REDUCTION DEPARTMENT						
04-14-4012	RECYCLING REVENUE - WR		687.65	13.75	4,312.35	5,000.00
04-14-4304	COUNTY REIMBURSEMENT/WAGES - W	3,558.74	11,106.66	74.04	3,893.34	15,000.00
	WASTE REDUCTION TOTAL	3,558.74	11,794.31	58.97	8,205.69	20,000.00
	SANITATION/WASTE REDUCT TOTAL	20,232.57	130,619.23	55.70	103,880.77	234,500.00
	TOTAL REVENUE	162,470.54	1,393,844.22	62.19	847,570.78	2,241,415.00
ADMIN DEPARTMENT						
01-00-5010	FUEL - ELEC	257.43	1,137.89	32.51	2,362.11	3,500.00
01-00-5020	PHONE - ELEC	37.45	262.15	52.43	237.85	500.00
01-00-5030	NATURAL GAS - ELEC	151.67	1,126.51	56.33	873.49	2,000.00
01-00-5041	POWER PURCHASED - ELEC	54,960.63	426,890.30	51.74	398,109.70	825,000.00
01-00-5070	PENSION PLAN - ELEC	535.61	4,640.10	71.39	1,859.90	6,500.00
01-00-5110	SALARIES - ELEC	8,695.47	78,782.89	64.84	42,717.11	121,500.00
01-00-5120	SOCIAL SECURITY - ELEC	602.55	5,293.14	59.81	3,556.86	8,850.00
01-00-5140	PROFESSIONAL - ELEC	599.76	2,267.75	56.69	1,732.25	4,000.00
01-00-5150	INSURANCE - ELEC		10,557.53	87.98	1,442.47	12,000.00
01-00-5151	LIFE INSURANCE - ELEC		115.02	57.51	84.98	200.00
01-00-5152	FSA NUESYENERGY		2,093.40		2,093.40-	
01-00-5160	UNEMPLOYMENT - ELEC		4.60	6.13	70.40	75.00
01-00-5190	HEALTH INSURANCE - ELEC	5,714.97	40,935.96	58.48	29,064.04	70,000.00
01-00-5192	DENTAL/VISION INS	382.66	2,901.69	82.91	598.31	3,500.00
01-00-5240	DISTRIBUTION SUPPLIES - ELEC	10,123.28	22,272.52	63.64	12,727.48	35,000.00
01-00-5280	UNIFORM - ELEC				1,600.00	1,600.00
01-00-5310	CHEMICALS - ELEC				300.00	300.00
01-00-5320	MATERIALS/SUPPLIES - ELEC	3.98	721.82	36.09	1,278.18	2,000.00
01-00-5340	OFFICE EXPENSES - ELEC		292.29	19.49	1,207.71	1,500.00
01-00-5360	POSTAGE - ELEC	87.50	437.50	43.75	562.50	1,000.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
01-00-5420	MAINTENANCE/REPAIRS - ELEC	23.00	822.54	16.45	4,177.46	5,000.00
01-00-5440	SCHOOLING - ELEC	1,003.55	1,285.71	51.43	1,214.29	2,500.00
01-00-5450	FEES & DUES - ELEC	187.50	187.50	9.38	1,812.50	2,000.00
01-00-5620	MISC REBATE REFUND		231.08	11.55	1,768.92	2,000.00
01-00-5630	CONTRACTS & AGREEMENTS - ELEC	452.60	8,113.75	54.09	6,886.25	15,000.00
01-00-5710	FRONTDESK SERVICE CHARGES	26.70	4,290.70	1,430.23	3,990.70-	300.00
01-00-5800	CAPITAL OUTLAY - ELEC				75,000.00	75,000.00
01-00-5910	TRANSFER EXPENSE - ELEC				250,000.00	250,000.00
	ADMIN TOTAL	83,846.31	615,664.34	42.44	835,160.66	1,450,825.00
POWER PLANT DEPARTMENT						
01-10-5030	NATURAL GAS - PP	535.28	908.33	16.52	4,591.67	5,500.00
01-10-5110	SALARIES - PP	299.86	2,816.51	53.65	2,433.49	5,250.00
01-10-5120	FICA EXPENSE - PP	23.17	209.59	52.40	190.41	400.00
01-10-5150	INSURANCE - PP		25,807.30	95.58	1,192.70	27,000.00
01-10-5310	CHEMICALS - PP		504.82	50.48	495.18	1,000.00
01-10-5320	MATERIALS/SUPPLIES - PP		136.10	2.72	4,863.90	5,000.00
01-10-5420	MAINTENANCE/REPAIRS - PP		3,756.01	7.51	46,243.99	50,000.00
01-10-5630	CONTRACTS & AGREEMENTS - PP	40.00	1,825.00	52.14	1,675.00	3,500.00
01-10-5910	TRANSFER EXPENSE POWER PLANT				50,000.00	50,000.00
	POWER PLANT TOTAL	898.31	35,963.66	24.36	111,686.34	147,650.00
	ELECTRIC TOTAL	84,744.62	651,628.00	40.77	946,847.00	1,598,475.00
ADMIN DEPARTMENT						
02-00-5010	FUEL - WTR	97.65	1,458.24	52.08	1,341.76	2,800.00
02-00-5020	PHONE - WTR	71.12	498.49	38.35	801.51	1,300.00
02-00-5040	ELECTRICITY - WTR	2,068.11	13,846.84	49.45	14,153.16	28,000.00
02-00-5070	PENSION PLAN - WTR	188.46	1,455.63	58.23	1,044.37	2,500.00
02-00-5110	SALARIES - WTR	6,678.89	33,498.21	70.52	14,001.79	47,500.00
02-00-5120	SOCIAL SECURITY - WTR	458.27	2,129.79	60.85	1,370.21	3,500.00
02-00-5140	PROFESSIONAL - WTR	599.76	1,457.75	58.31	1,042.25	2,500.00
02-00-5150	INSURANCE - WTR		7,038.35	93.84	461.65	7,500.00
02-00-5151	LIFE INSURANCE - WTR		19.20	19.20	80.80	100.00
02-00-5160	UNEMPLOYMENT - WTR		4.60	6.13	70.40	75.00
02-00-5190	HEALTH INSURANCE - WTR	1,940.81	13,467.48	74.82	4,532.52	18,000.00
02-00-5192	DENTAL/VISION INS	136.86	966.36	80.53	233.64	1,200.00
02-00-5240	DISTRIBUTION SUPPLIES - WTR	1,677.38	11,872.18	69.84	5,127.82	17,000.00
02-00-5280	UNIFORMS - WTR		10.00	4.00	240.00	250.00
02-00-5320	MATERIALS/SUPPLIES - WTR	519.67	7,822.44	312.90	5,322.44-	2,500.00
02-00-5340	OFFICE EXPENSES - WTR		6.79	1.36	493.21	500.00
02-00-5360	POSTAGE - WTR	87.50	729.08	36.45	1,270.92	2,000.00
02-00-5420	MAINTENANCE/REPAIRS - WTR	2,504.82	22,721.10	75.74	7,278.90	30,000.00
02-00-5440	SCHOOLING - WTR		461.00	9.22	4,539.00	5,000.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
02-00-5450	FEES & DUES - WTR	36.70	650.64	81.33	149.36	800.00
02-00-5520	LABORATORY TESTING/MONITORING	38.00	737.25	24.58	2,262.75	3,000.00
02-00-5630	CONTRACTS & AGREEMENTS - WATER	1,169.97	5,432.85	108.66	432.85-	5,000.00
02-00-5800	CAPITAL OUTLAY - WTR		177,759.33	95.06	9,240.67	187,000.00
02-00-5910	TRANSFER OUT				100,000.00	100,000.00
	ADMIN TOTAL	18,273.97	304,043.60	64.96	163,981.40	468,025.00
	WATER TOTAL	18,273.97	304,043.60	64.96	163,981.40	468,025.00
03-00-5010	FUEL - SWR	83.91	274.36	18.29	1,225.64	1,500.00
03-00-5040	ELECTRICITY - SWR	479.39	2,636.35	62.03	1,613.65	4,250.00
03-00-5070	PENSION PLAN - SWR	179.53	1,365.17	68.26	634.83	2,000.00
03-00-5110	SALARIES - SWR	6,525.54	27,247.24	68.12	12,752.76	40,000.00
03-00-5120	SOCIAL SECURITY - SWR	448.63	1,662.29	53.62	1,437.71	3,100.00
03-00-5140	PROFESSIONAL - SWR	599.76	1,457.75	97.18	42.25	1,500.00
03-00-5150	INSURANCE - SWR		1,173.06	83.79	226.94	1,400.00
03-00-5151	LIFE INSURANCE		19.14	19.14	80.86	100.00
03-00-5160	UNEMPLOYMENT		4.60	6.13	70.40	75.00
03-00-5190	HEALTH INSURANCE - SWR	1,909.49	13,233.68	66.17	6,766.32	20,000.00
03-00-5192	DENTAL/VISION INS	133.75	940.88	62.73	559.12	1,500.00
03-00-5310	CHEMICALS - SWR		27,051.22	135.26	7,051.22-	20,000.00
03-00-5320	MATERIALS/SUPPLIES - SWR	364.63	472.88	47.29	527.12	1,000.00
03-00-5340	OFFICE EXPENSES - SWR				1,000.00	1,000.00
03-00-5360	POSTAGE - SWR	87.50	437.50	62.50	262.50	700.00
03-00-5420	MAINTENANCE/REPAIRS - SEWER	1,183.52	1,183.52	11.84	8,816.48	10,000.00
03-00-5630	CONTRACTS & AGREEMENTS -SEWER	14,947.66	18,031.63	120.21	3,031.63-	15,000.00
03-00-5910	TRANSFER EXPENSE- SEWER				100,000.00	100,000.00
	ADMIN TOTAL	26,943.31	97,191.27	43.56	125,933.73	223,125.00
	SEWER TOTAL	26,943.31	97,191.27	43.56	125,933.73	223,125.00

SANITATION DEPARTMENT

04-07-5010	FUEL - SAN	1,160.59	6,557.54	36.43	11,442.46	18,000.00
04-07-5020	PHONE - SANITATION	69.90	489.30	57.56	360.70	850.00
04-07-5070	PENSION PLAN - SAN	314.79	2,373.04	67.80	1,126.96	3,500.00
04-07-5110	SALARIES - SAN	5,437.59	38,753.66	49.06	40,246.34	79,000.00
04-07-5120	SOCIAL SECURITY - SAN	373.62	2,783.26	45.63	3,316.74	6,100.00
04-07-5140	PROFESSIONAL - SAN	599.76	1,457.75	36.44	2,542.25	4,000.00
04-07-5150	INSURANCE - SAN		14,076.70	112.61	1,576.70-	12,500.00
04-07-5151	LIFE INSURANCE		38.34	38.34	61.66	100.00
04-07-5152	FSA NUESYENERGY		421.44		421.44-	
04-07-5160	UNEMPLOYMENT		4.60	6.13	70.40	75.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
04-07-5190	HEALTH INSURANCE - SAN	1,000.12	7,451.14	57.32	5,548.86	13,000.00
04-07-5192	DENTAL/VISION INS	190.65	1,443.47	72.17	556.53	2,000.00
04-07-5280	UNIFORMS		109.68	43.87	140.32	250.00
04-07-5320	MATERIALS/SUPPLIES - SAN		650.02	13.00	4,349.98	5,000.00
04-07-5340	OFFICE EXPENSES - SAN		42.87	5.36	757.13	800.00
04-07-5360	POSTAGE - SAN	87.50	437.50	43.75	562.50	1,000.00
04-07-5420	MAINTENANCE/REPAIRS - SAN	2,005.63	5,898.64	19.66	24,101.36	30,000.00
04-07-5450	FEES & DUES - SAN		2,850.45	40.72	4,149.55	7,000.00
04-07-5451	DISPOSAL FEES - SAN	2,546.80	19,120.74	47.80	20,879.26	40,000.00
04-07-5475	C & D TICKET FEE	75.00	550.00	45.83	650.00	1,200.00
04-07-5630	CONTRACTS & AGREEMENTS -SAN	2,274.61	30,501.93	338.91	21,501.93-	9,000.00
04-07-5850	C&D CLOSURE/POST-CLOSURE EXP	1,797.00	1,797.00	7.19	23,203.00	25,000.00
	<b>SANITATION TOTAL</b>	<b>17,933.56</b>	<b>137,809.07</b>	<b>53.34</b>	<b>120,565.93</b>	<b>258,375.00</b>
<b>WASTE REDUCTION DEPARTMENT</b>						
04-14-5010	FUEL - WR	25.74	79.53	7.95	920.47	1,000.00
04-14-5040	ELECTRICITY - WR	156.89	912.22	45.61	1,087.78	2,000.00
04-14-5140	PROFESSIONAL - WR	599.76	1,457.75	83.30	292.25	1,750.00
04-14-5150	INSURANCE - WR				1,800.00	1,800.00
04-14-5160	UNEMPLOYMENT		4.60	4.60	95.40	100.00
04-14-5310	CHEMICALS - WR				250.00	250.00
04-14-5320	MATERIALS/SUPPLIES - WR				100.00	100.00
04-14-5420	MAINTENANCE/REPAIRS - WR		520.80	17.36	2,479.20	3,000.00
04-14-5800	CAPITAL OUTLAY - WR	24,133.00	24,133.00		24,133.00-	
	<b>WASTE REDUCTION TOTAL</b>	<b>24,915.39</b>	<b>27,107.90</b>	<b>271.08</b>	<b>17,107.90-</b>	<b>10,000.00</b>
	<b>SANITATION/WASTE REDUCT TOTAL</b>	<b>42,848.95</b>	<b>164,916.97</b>	<b>61.45</b>	<b>103,458.03</b>	<b>268,375.00</b>
	<b>TOTAL EXPENSES</b>	<b>172,810.85</b>	<b>1,217,779.84</b>	<b>47.61</b>	<b>1340,220.16</b>	<b>2,558,000.00</b>
	<b>NET PROFIT/LOSS:</b>	<b>10,340.31-</b>	<b>176,064.38</b>	<b>55.61-</b>	<b>492,649.38-</b>	<b>316,585.00-</b>



**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	95,806.78	768,674.98	56.19	599,250.02	1,367,925.00
	POWER PLANT TOTAL	541.63	83,202.14	39.57	127,037.86	210,240.00
	ELECTRIC TOTAL	96,348.41	851,877.12	53.98	726,287.88	1,578,165.00
	ADMIN TOTAL	36,666.99	343,232.80	112.63	38,482.80-	304,750.00
	WATER TOTAL	36,666.99	343,232.80	112.63	38,482.80-	304,750.00
	ADMIN TOTAL	9,222.57	68,115.07	54.93	55,884.93	124,000.00
	SEWER TOTAL	9,222.57	68,115.07	54.93	55,884.93	124,000.00
	ADMIN TOTAL	152.86	1,211.63	.00	1,211.63-	.00
	SANITATION TOTAL	16,520.97	117,613.29	54.83	96,886.71	214,500.00
	WASTE REDUCTION TOTAL	3,558.74	11,794.31	58.97	8,205.69	20,000.00
	SANITATION/WASTE REDUCT TOTAL	20,232.57	130,619.23	55.70	103,880.77	234,500.00
	TOTAL REVENUE	162,470.54	1,393,844.22	62.19	847,570.78	2,241,415.00
	ADMIN TOTAL	83,846.31	615,664.34	42.44	835,160.66	1,450,825.00
	POWER PLANT TOTAL	898.31	35,963.66	24.36	111,686.34	147,650.00

**BUDGET REPORT**  
**CALENDAR 4/2026, FISCAL 7/2026**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ELECTRIC TOTAL	84,744.62	651,628.00	40.77	946,847.00	1,598,475.00
		=====	=====	=====	=====	=====
	ADMIN TOTAL	18,273.97	304,043.60	64.96	163,981.40	468,025.00
		=====	=====	=====	=====	=====
	WATER TOTAL	18,273.97	304,043.60	64.96	163,981.40	468,025.00
		=====	=====	=====	=====	=====
	ADMIN TOTAL	26,943.31	97,191.27	43.56	125,933.73	223,125.00
		=====	=====	=====	=====	=====
	SEWER TOTAL	26,943.31	97,191.27	43.56	125,933.73	223,125.00
		=====	=====	=====	=====	=====
	SANITATION TOTAL	17,933.56	137,809.07	53.34	120,565.93	258,375.00
		=====	=====	=====	=====	=====
	WASTE REDUCTION TOTAL	24,915.39	27,107.90	271.08	17,107.90-	10,000.00
		=====	=====	=====	=====	=====
	SANITATION/WASTE REDUCT TOTAL	42,848.95	164,916.97	61.45	103,458.03	268,375.00
		=====	=====	=====	=====	=====
	TOTAL EXPENSES	172,810.85	1,217,779.84	47.61	1340,220.16	2,558,000.00
		=====	=====	=====	=====	=====
	NET PROFIT/LOSS:	10,340.31-	176,064.38	55.61-	492,649.38-	316,585.00-

Paid Claims, reviewed and approved at MAY 12, 2026		by Council members Platt, Stephens, Urbina, Duncan	
Date	Vendor	Amount	Item
4/22/26	AB Creative	\$39,356.66	final payment RCRP Grant
4/24/26	Aflac	\$636.26	Insurance
4/10/26	BCBS	\$10,589.32	Insurance
4/20/26	Black Hills Energy	\$686.95	gas bill
05/13/26	CPI	\$2,017.70	Fuel
04/07/26	Delta Dental	\$581.28	Insurance
4/15/26	Dorn Auto	\$747.38	Maint/Street
4/10/26	EFTPS	\$4,211.52	Payroll taxes
4/24/26	EFTPS	\$6,522.52	Payroll taxes
5/13/26	Erickson Sullivan Architects	\$1,856.25	NAHTF INV#14-35024/Apartments
4/17/26	Franklin Public School	\$425.00	Occupation tax liquor/FCCLA dontaion
4/3/26	Freedom Claims	\$3,000.00	insurance
5/4/26	Glenwood Telecom.	\$533.30	phone/internet
4/27/26	Hometown Leasing	\$441.82	lease agreement
05/13/2026	Karsen Felzien	\$495.00	Website/Social posting
05/13/2026	Madison National Life Ins	\$56.30	insurance
4/15/26	MG Trust	\$2,389.07	Payroll retirement
04/30/26	MG Trust	\$2,472.10	Payroll retirement
5/13/26	Michael Todd	\$629.43	Supplies/Street
4/20/26	NE Dept of Rev	\$7,418.25	Sales Tax
4/29/26	NE Dept of Rev	\$1,246.51	Payroll
4/30/26	Nuesynergy inc	\$625.31	payroll/fsa/dca employee accounts
04/10/2026	Payroll	\$13,881.52	Payroll
4/24/26	Payroll	\$19,328.13	Payroll
4/6/2026	Quadient Finance/postage	\$350.00	Postage
5/13/2026	RMV Construction LLC	\$110,413.12	Pymt#10 construction NAHTF Marcellus bld
5/13/26	RMV Construction LLC	\$68,107.00	Pymt#001 Front of Hutchins bldg
5/13/26	SCEDD	\$4,950.00	Inv#2086 Grant Admin. 75% NAHTF
5/13/26	SCEDD	\$1,000.00	INV#2093 Grant Admin. VPR agreement
5/13/26	Southern Public Power Dist	\$1,337.00	power/water wells
04/16/2026	Tire Service International	\$24,133.00	New TC-710 baler Recycling grant
05/13/2026	US Bank	\$6,321.02	supplies/maint/fuel/
5/17/26	Verizon	\$79.94	phone
04/02/26	VSP	\$174.39	Insurance
05/13/2026	WAPA	\$5,348.73	Power
	<b>TOTAL CLAIMS REPORT:</b>	<b>\$342,361.78</b>	

5/12/2026 THRU 5/12/2026

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
05122026	AMANDA SHELTON MILEAGE/SCHOOLING PRIZES/SUMMER READING	05-08-5440 05-08-5662	95.18 32.08	127.26		
05122026	BELLAMY LAW PROFESSIONAL FEE	05-05-5140	2,550.00	2,550.00		
05122026	BORDER STATES INDUSTRIES DIST SUPPLIES/FIRE BARN	01-00-5240	783.64	783.64		
05122026	BUSINESS WORLD PRODUCTS OFFICE EXP/GENERAL OFFICE EXP/GENERAL	05-05-5340 01-00-5340	30.00 29.99	59.99		
05122026	CHRISTIE MALL CLEANING SERVICE	05-05-5450	80.00	80.00		
05122026	CITY OF FRANKLIN STARTUP/CONCESSION/BALL PARK	05-01-5610	200.00	200.00		
05122026	CITY OF HOLDREGE DISPOSAL FEES	04-07-5451	2,890.78	2,890.78		
05122026	CONNIE CREATIONS COACH PITCH BOYS JERSEYS	05-01-5280	180.00	180.00		
05122026	DUTTON-LAINSON COMPANY RCRP GRANT/25 LIGHT POLES MAINT/BALL PARK METER READING/ELECT METER READING/ELECT	05-04-5800 05-01-5420 01-00-5630 02-00-5630	39,653.68 140.18 590.01 590.01	40,973.88		
05122026	EAKES OFFICE SOLUTIONS EGOLD FAX EGOLD FAX	05-08-5450 05-05-5450	27.99 21.50	49.49		
05122026	ELECTRIC FUND ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY	02-00-5040 03-00-5040 05-04-5040 05-05-5040 05-08-5040 12-00-5040 04-14-5040	527.45 265.67 84.03 160.80 161.59 1,871.23 125.56	3,196.33		
05122026	FELZIEN RAQUEL UNIFOMRS/MK/RF	05-05-5280	60.00	60.00		
05122026	FIDDELKE HEATING & AIR CO MAINT/SPRING CHECKUP/CITY HALL MAINT/SPRING CHECKUP/LIBRARY	05-05-5420 05-08-5420	294.00 337.00	631.00		
	FRANKLIN AUTO PARTS					

5/12/2026 THRU 5/12/2026

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
05122026	FRANKLIN AUTO PARTS MAINT/STREET	12-00-5420	114.00			
	SUPPLIES/SANITATION	04-07-5320	33.30			
	MAINT/PARK	05-04-5420	18.04			
	SUPPLIES/POOL	05-03-5320	24.36			
	MAINT/SEWER	03-00-5420	55.55			
				245.25		
05122026	FRANKLIN COUNTY CHRONICLE ADS/APRIL 2026	05-05-5630	327.35			
	ADS/APRIL 2026	05-01-5450	20.34			
	ADS/APRIL 2026	05-08-5630	80.40			
	ADS/APRIL 2026	02-00-5630	103.20			
	ADS/APRIL 2026	03-00-5630	103.20			
				634.49		
05122026	FRANKLIN COUNTY SHERIFF ENFORCEMENT AGREEMENT	05-06-5630	6,032.00			
				6,032.00		
05122026	GERDES FEED & SUPPLY LLC MAINT/CEMETERY	05-11-5420	155.70			
	FESCUE TURF/PARK	05-04-5420	399.00			
				554.70		
05122026	GOLDSTAR PRODUCTS INC CHEMICALS/SEWER	03-00-5310	5,174.02			
				5,174.02		
05122026	GRAND KUBOTA MAINT/STREET #10	12-00-5420	120.11			
				120.11		
05122026	GRONES OUTDOOR POWER MAINT/POOL	05-03-5420	126.87			
				126.87		
05122026	JEO CONSULTING GROUP INC C&D LANDFILL MODIFICATION	04-07-5630	938.75			
				938.75		
05122026	LARM ADDING WEST SHELTER TO INS	05-04-5150	19.44			
	ADDING NEW BALER/RECYCLING	04-07-5150	198.57			
				218.01		
05122026	MID-WEST ROOFING SERVICE ENTRIES/HUTCHINS BLDG	16-00-5800	1,224.00			
				1,224.00		
05122026	MINDEN COURIER ADS/WATER/SEWER POSITION	02-00-5630	30.00			
	ADS/WATER/SEWER POSITION	03-00-5630	30.00			
				60.00		
05122026	NE PUBLIC HEALTH ENVIRONM WATER TESTING	02-00-5520	27.50			
				27.50		
05122026	PITSTOP & SHOP FUEL/PARK	05-04-5010	359.92			
				359.92		
05122026	PLANKS LUMBER & HARDWARE MAINT/POOL	05-03-5420	78.79			
	MAINT/PARK	05-04-5420	46.04			

5/12/2026 THRU 5/12/2026

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
	PLANKS LUMBER & HARDWARE SUPPLIES/BALL PARK	05-01-5320	17.89			
	MAINT/SANITATION	04-07-5420	3.79			
	MAINT/GENERAL	05-05-5420	.99			
				147.50		
05122026	PLATTE VALLEY COMM -KEARN INSTALL OF CAMERA SYSTEM	05-05-5800	1,823.00			
				1,823.00		
05122026	PLUMBING & HEATING MAINT/POOL FAUCET	05-03-5420	156.01			
				156.01		
05122026	R&R SALES & SERVICES INC MAINT/SAN	04-07-5420	9.05			
	MAINT/STREET	12-00-5420	75.50			
				84.55		
05122026	RELIABLE PEST CONTROL PEST CONTROL/DAYCARE	05-05-5630	40.00			
	PEST CONTROL/LIBRARY	05-08-5630	40.00			
	PEST CONTROL/PARK MUSEUM	05-04-5630	40.00			
	PEST CONTROL/RECYCLING CENTER	04-07-5630	40.00			
				160.00		
05122026	RIGHTWAY GROCERY ACCT#134 SUPPLIES/GENERAL	05-05-5320	70.83			
	ACCT#134 SUPPLIES/STREET	12-00-5320	11.10			
				81.93		
05122026	S.E. SMITH & SONS SUPPLIES/ELECT.	01-00-5320	10.68			
	SUPPLIES/WATER	02-00-5320	18.95			
	MAINT/POOL	05-03-5420	27.12			
	LIGHT POLES SUPPLIES/RCRP GRT	05-04-5800	472.62			
				529.37		
05122026	SARGENT DRILLING WELL & PUMP TESTING	02-00-5420	1,800.00			
				1,800.00		
05122026	SOUTH CENTRAL SOFTBALL LEAGUE DUES	05-01-5450	70.00			
	LEAGUE DUES	05-01-5321	123.00			
				193.00		
05122026	SOUTHERN POWER DISTRICT LABOR/TRUCKS/MATERIAL/FIRE BAR	01-00-5240	2,937.56			
	POWER	01-00-5041	47,297.35			
				50,234.91		
05122026	STOVER LAWRENCE JR TOOL RENTAL/WATER WELL	02-00-5420	300.00			
				300.00		
05122026	SUNSET POOL SUPPLIES CHEMICALS/POOL	05-03-5310	2,202.70			
	PAINT/POOL	05-03-5420	7,509.00			
				9,711.70		
05122026	WERNER AGGREGATES INC MAINT/MILLING/C&D SITE	04-07-5420	3,069.75			
				3,069.75		
	WOODWARD'S DISPOSAL SERVI					

**CLAIMS BY VENDOR**

**5/12/2026 THRU 5/12/2026**

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
05122026	WOODWARD'S DISPOSAL SERVI SPRING CITYWIDE CLEANUP	04-07-5450	1,479.85	1,479.85		
	REPORT TOTAL			=====		
				137,269.56		



# CITY OF FRANKLIN

## Application for Zoning Permit

Date of Application: 3-17-26 Phone Number: 308 241 2625

Homeowner Name: Jim Raybarn Email: C/O Brittany Sprague

Legal Description of Property and residence address:

408 16th Ave

Lots 30-31, Blk 2 Peoples Addition; FR. Bloomington 36-2-15

Name of Contractor (business or individual): Maurice Cole

### PERMIT TYPE & FEE CALCULATION

Permit# 2026-05

\*\*\*NOTE: The cost (fee) for each permit is listed next to the permit type. Check one\*\*\*

- | New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 300~~00~~ Total Project \$ 1,000.<sup>00</sup>

### Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit:

Wood Posts New treated 8'x6' Posts  
fence to put up in sections as affordable

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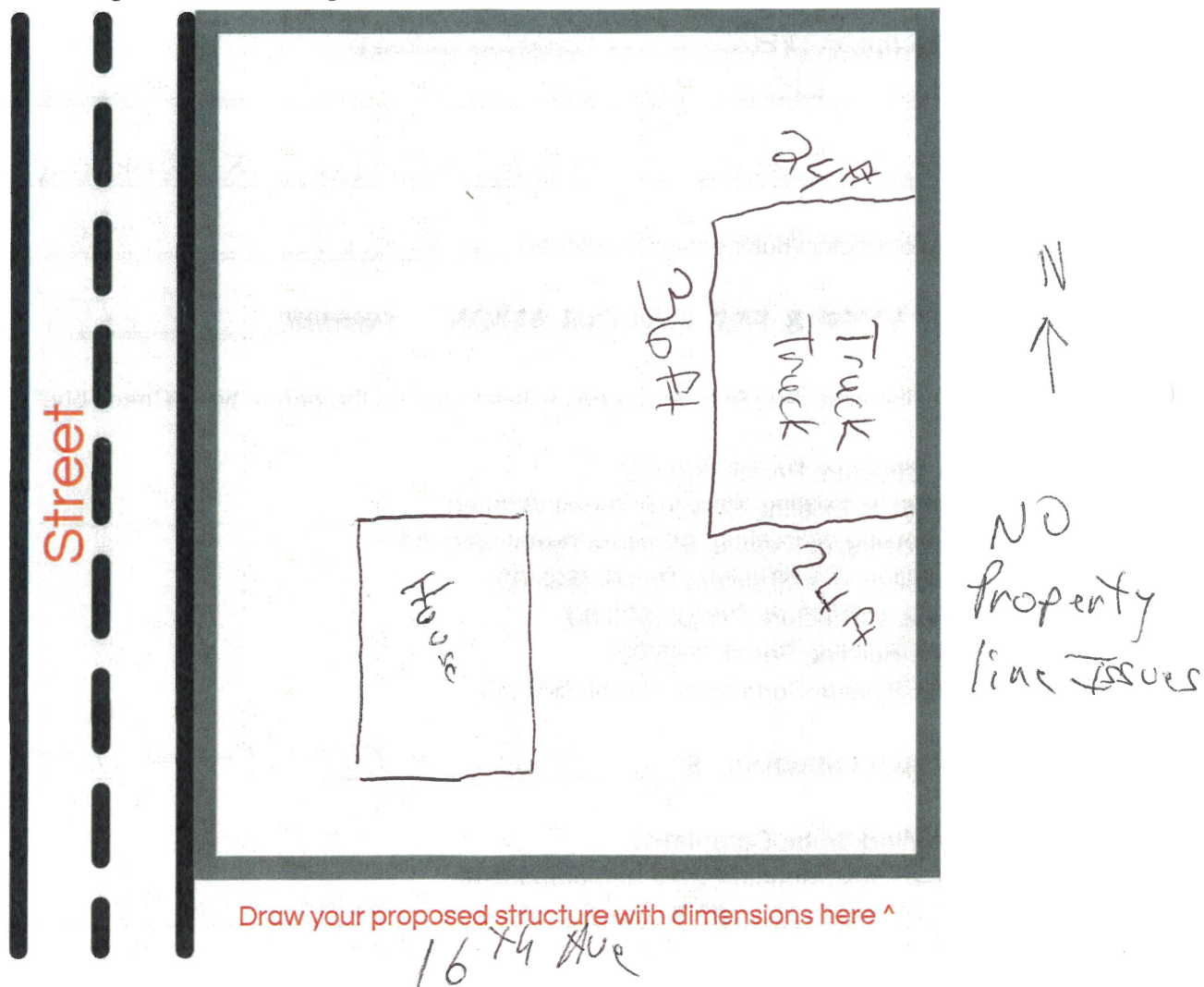




## Application for Zoning Permit

Draw an outline of the structure here (required):

\*\*\*Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot. Commercial storage units ask for regulations.



Continued on Next Page →





# CITY OF FRANKLIN

## Application for Zoning Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska. **By signing this zoning permit, you authorize access to the ongoing and completed project site as necessary by the Franklin County Assessor's Office or its designee, to allow measurement of the completed work for the purpose of determining value as required by Nebraska law.**

Applicant Signature: Brittany Soregus Date: 3-17-26

Jan Pugh  
OFFICE USE ONLY

APPROVED

PAYMENT DATE AND TYPE: CASH 3/17/26

DECLINED

Date Approved/Declined: 3/23/2026

Date of Permit Expiry: 3/23/2027

If declined, reason for declination: \_\_\_\_\_

Jan Pugh  
Zoning Enforcement Officer Signature

\_\_\_\_\_  
Council Approval Signature



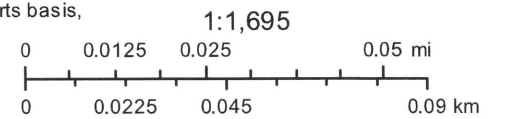


May 6, 2026  
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DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections

*Note fence to installed as shown  
3 sided*





New treated Panels 8'x6 being used  
NOT Pallets



## Application for Zoning Permit

Date of Application: April 30, 2020 Phone Number: 402-746-8081

Homeowner Name: Steve Schmidt Email: \_\_\_\_\_

Legal Description of Property and residence address: Parcel # 5000726  
613 12<sup>th</sup> Ave. 36-2-15 N 70' of Lots

4-6; except w) 4' of lot 6, 10' of vacated Alley on N Block  
3. Snyders addn FR. BL.

Name of Contractor (business or individual): Bryan Outlesen

### PERMIT TYPE & FEE CALCULATION

Permit # 2020-07

\*\*\*NOTE: The cost (fee) for each permit is listed next to the permit type. Check one\*\*\*

- | New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 25.<sup>00</sup>

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: \_\_\_\_\_  
House is being moved -

Continued on Next Page →





## Application for Zoning Permit

Draw an outline of the structure here (required):

\*\*\*Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot.

Commercial storage units ask for regulations.

**Continued on Next Page →**





# CITY OF FRANKLIN

## Application for Zoning Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Conrad Schmidt Date: April 30, 2026

### OFFICE USE ONLY

Permit# 2026-07

| APPROVED

| DECLINED

PAV 9530  
4/30/26

Date Approved/Declined: 4/30/2026

Date of Permit Expiry: 4/30/2027

If declined, reason for declination: \_\_\_\_\_

[Signature]  
Zoning Enforcement Officer Signature

\_\_\_\_\_  
Council Approval Signature







## Application for Zoning Permit

Date of Application: 5-1-2026 Phone Number: 308-470-1521

Homeowner Name: Steven Dallmann Email: stevenva1@hotmail.com

Legal Description of Property and residence address:

1610 O St.

E 55', E110' Lots 6 & 7, Block 2, Bucks Addition

Name of Contractor (business or individual): Steve Dettelsen

### PERMIT TYPE & FEE CALCULATION

Permit # 2026-08

\*\*\*NOTE: The cost (fee) for each permit is listed next to the permit type. Check one\*\*\*

- | New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 500.00

Describe Work to be Completed: Add metal patio roof

Wood/Metal/Other structure type and purpose of permit: \_\_\_\_\_

New 4x4 post, metal roof rafters  
materials  
white metal roof

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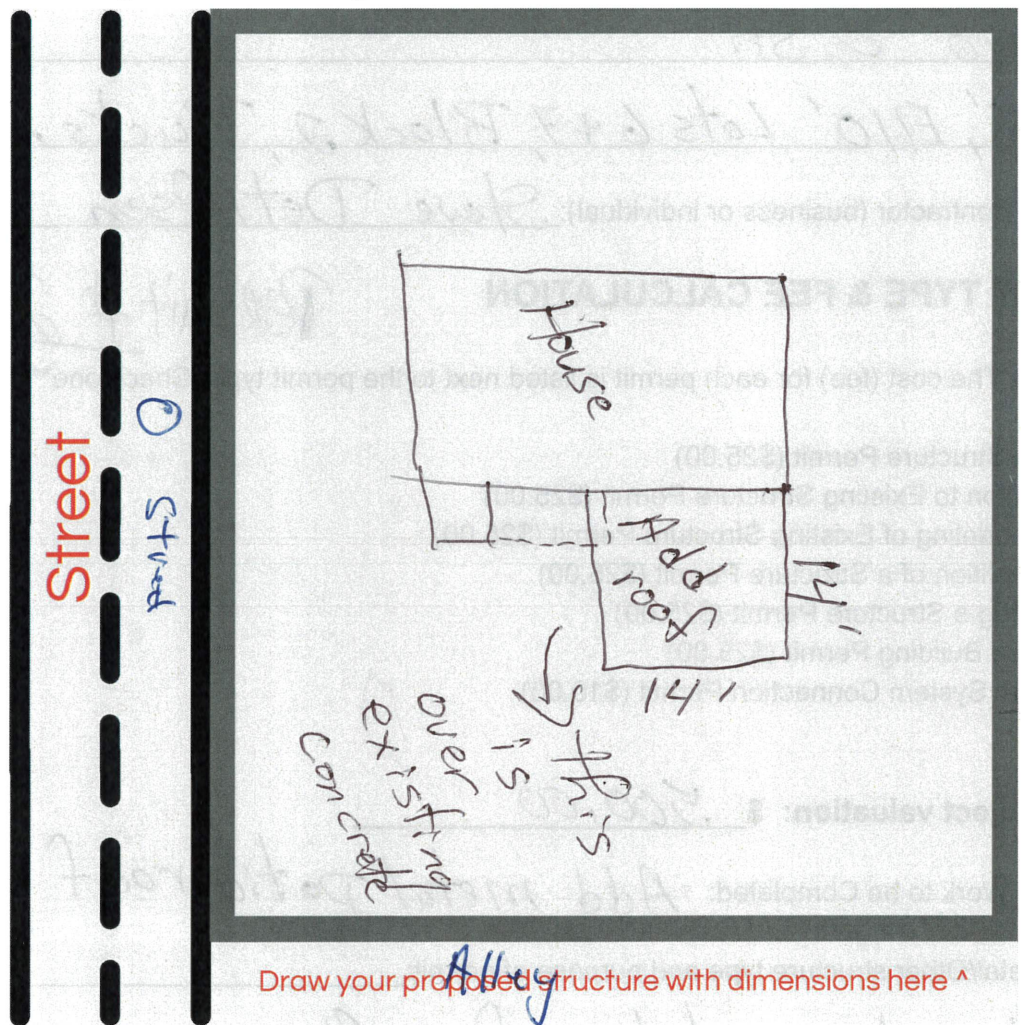


## Application for Zoning Permit

Draw an outline of the structure here (required):

\*\*\*Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot.

Commercial storage units ask for regulations.



East property line is considerably over the

Continued on Next Page →

7' requirement for side yard setback





# CITY OF FRANKLIN

## Application for Zoning Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Steven J. Allmann Date: 5-1-2026

### OFFICE USE ONLY

Permit# 2026-08

pdv H/H6  
5/01/26

| APPROVED

| DECLINED

Date Approved/Declined: \_\_\_\_\_

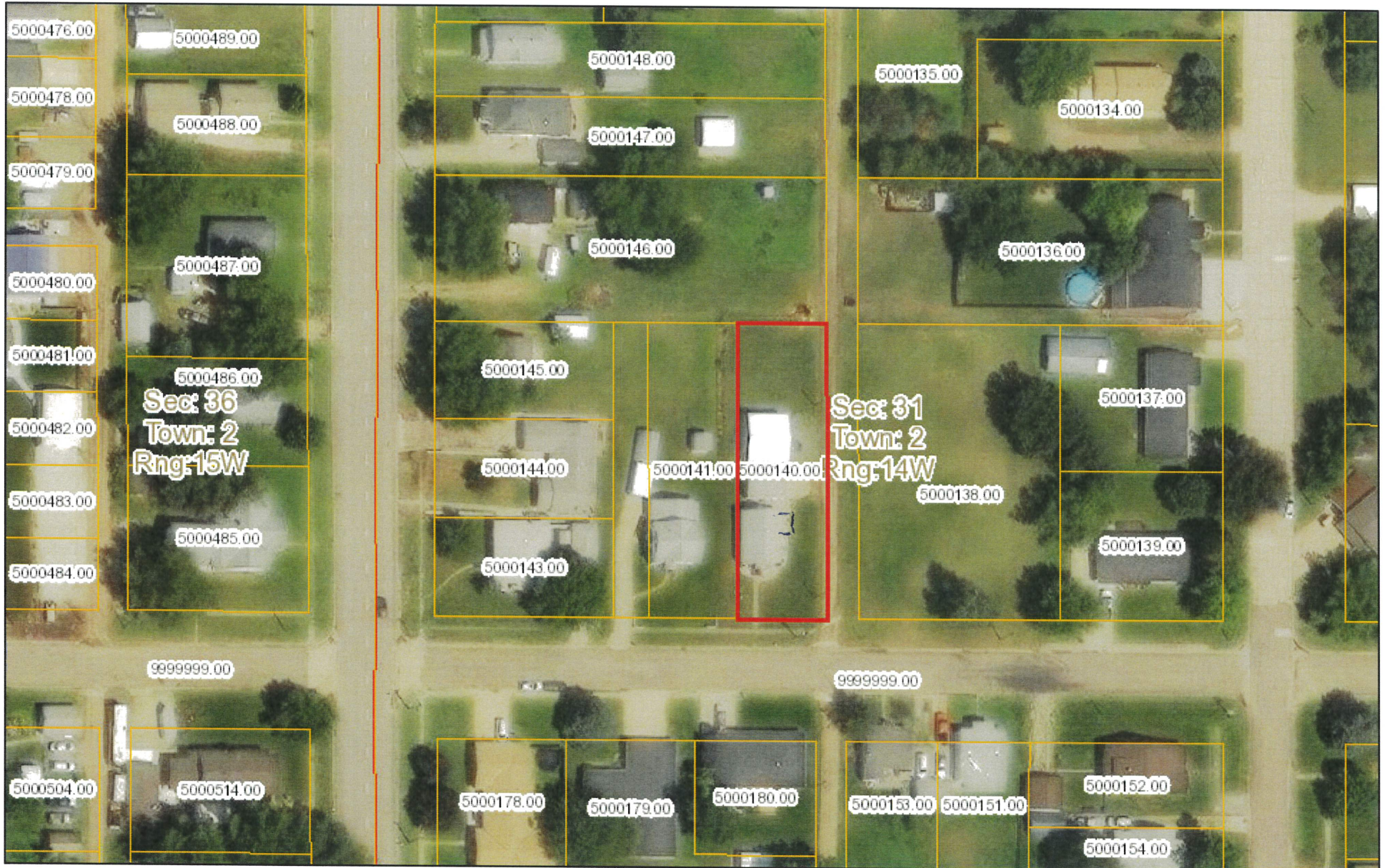
Date of Permit Expiry: \_\_\_\_\_

If declined, reason for declination: \_\_\_\_\_

\_\_\_\_\_  
Zoning Enforcement Officer Signature

\_\_\_\_\_  
Council Approval Signature





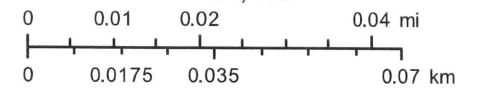
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DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:1,415

- Parcels
- Sections

*patio roof on east side of house over the top of existing concrete patio*





# CITY OF FRANKLIN

## Application for Zoning Permit

Date of Application: 5-5-26 Phone Number: 308-470-0870

Homeowner Name: Rhn Jacobsen Email: jacobsenrhn@gmail.com

Legal Description of Property and residence address: 1017 P Street  
PT. Lot 1 (130' x 99.5') Block 1

Zedikers Add'n Fr. BL.

Name of Contractor (business or individual): self / Dallman Construction

### PERMIT TYPE & FEE CALCULATION

Permit # 2026-09

\*\*\*NOTE: The cost (fee) for each permit is listed next to the permit type. Check one\*\*\*

- | New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 2000.00

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: 10' x 14' wooden with siding  
that matches  
Grill Gazebo

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+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939

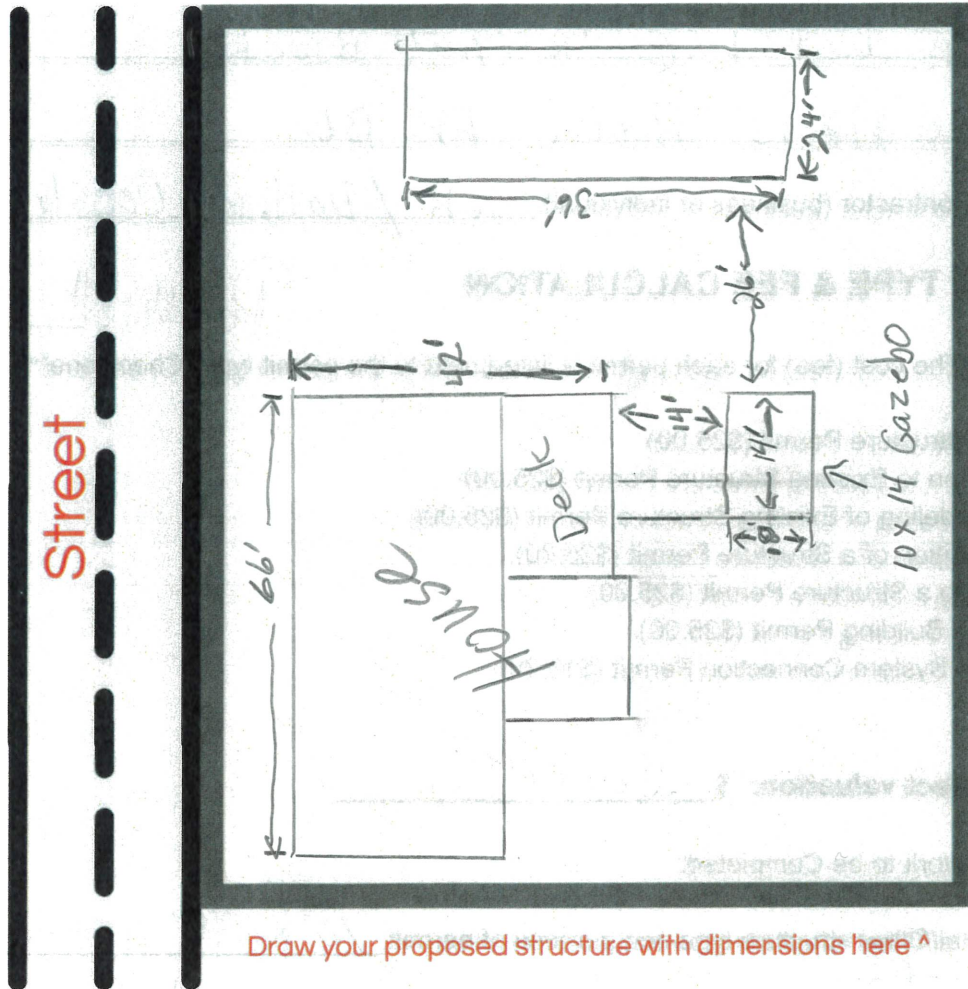




## Application for Zoning Permit

Draw an outline of the structure here (required):

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+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





# CITY OF FRANKLIN

## Application for Zoning Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: John Jacobson Date: 5-5-26

### OFFICE USE ONLY

Permit# 2026-09

| APPROVED

| DECLINED

*pdv 105743*

Date Approved/Declined: \_\_\_\_\_

Date of Permit Expiry: \_\_\_\_\_

If declined, reason for declination: \_\_\_\_\_

John Jacobson  
Zoning Enforcement Officer Signature

\_\_\_\_\_  
Council Approval Signature



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





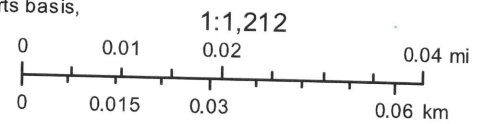


May 6, 2026  
14:20 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections

*Note* Building to be put on existing  
Cement pad NO Property line Issues







## **FRANKLIN COUNTY SHERIFFS OFFICE**



Bryon Detlefsen, Sheriff

405 15<sup>th</sup> Avenue  
P.O. Box 292  
Franklin, NE. 68939

Office: (308) 425-6231  
Fax: (308) 425-3261  
[sheriff@franklincountyne.gov](mailto:sheriff@franklincountyne.gov)

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### Monthly Report for the City of Franklin

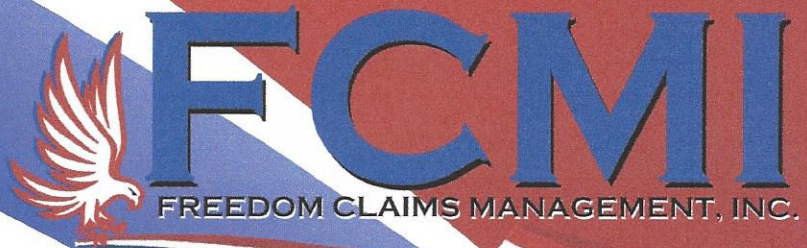
The following report is activity for the month of April 2026

Dispatch received 89 calls that generated a number in our CAD system regarding activities within the City Limits,

Deputies patrolled 145 hours.

In addition to patrol hours Deputies had 94 hours spent on calls, we had five animal complaints, two accidents, three driving complaints, one missing juvenile, five traffic stops, one warrant arrest, three alarms, one civil standby, one disturbance, one traffic control for a fire, two noise complaints, two thefts, one threats, four vehicle unlocks, and five welfare checks. One arrest on a subject with multiple felony and misdemeanor charges.

Sheriff Bryon Detlefsen



52 NW 30<sup>TH</sup> RD

GREAT BEND, KS 67530

866-792-9151

[WWW.FREEDOMCLAIMSINC.COM](http://WWW.FREEDOMCLAIMSINC.COM)

**CITY OF FRANKLIN**

**RENEWAL**

**JUNE 1, 2026**

**PRESENTED BY:**

**ALICIA STROTHER & BRIAN STROTHER**

**STROTHER INSURANCE SERVICES**

**&**

**JULIE YARMER**

**JULIE YARMER, PRESIDENT**

**FREEDOM CLAIMS MANAGEMENT, INC.**

**[JULIE@FREEDOMCLAIMSINC.COM](mailto:JULIE@FREEDOMCLAIMSINC.COM)**

**City of Franklin, NE  
Renewal  
June 1, 2026**

	ECBS of NE Current 6/1/2025		BCBS of NE Renewal 6/1/2026		UHC EP29 6/1/2026		Aetna AFA POS II 4000 6/1/2026	
	IND	FAM	IND	FAM	IND	FAM	IND	FAM
Deductible - PPO	\$4,500	\$9,000	\$4,500	\$9,000	\$5,500	\$11,000	\$4,000	\$8,000
Coinsurance - PPO	70%	70%	70%	70%	70%	70%	100%	100%
Coinsurance Out-of-Pocket	\$4,600	\$9,200	\$4,600	\$9,200	\$4,000	\$8,000	\$0	\$0
Deductible/Coinsurance Out-of-Pocket	<b>\$9,100</b>	<b>\$18,200</b>	<b>\$9,100</b>	<b>\$18,200</b>	<b>\$9,500</b>	<b>\$19,000</b>	<b>\$4,000</b>	<b>\$8,000</b>
Copays Continue							<b>\$10,500</b>	<b>\$31,500</b>
Deductible - Non-PPO	\$9,000	\$18,000	\$9,000	\$18,000	\$10,000	\$30,000	\$20,500	\$61,500
Coinsurance - Non-PPO	60%	60%	60%	60%	50%	50%	50%	50%
Deductible/Coinsurance Out-of-Pocket - Non-PPO	\$14,000	\$28,000	\$14,000	\$28,000	\$20,000	\$60,000	\$20,500	\$61,500
PPO Office Visits	\$30	\$30	\$30	\$30	\$30	\$30	\$35	\$35
PPO Specialty Office Visits	\$100	\$100	\$100	\$100	\$60	\$60	\$75 after Ded	\$45
Prescription Drugs - Generic	\$15/\$40	\$15/\$40	\$15/\$40	\$15/\$40	\$10	\$10	\$3/\$10	\$10/\$30
Prescription Drugs - Brand Formulary	\$75	\$75	\$75	\$75	\$40	\$40	\$50	\$50
Prescription Drugs - Brand Non-Formulary	\$150	\$150	\$150	\$150	\$105	\$105	\$80 after Ded	\$100

	Level Funded	Level Funded	Fully Insured	Level Funded
<b>Rates - Medical (4-tier)</b>				
Employee Only	\$641.78	\$656.54	\$1,195.15	\$826.28
Employee/Spouse	\$1,315.64	\$1,345.91	\$2,390.03	\$1,669.92
Employee/Child(ren)	\$1,123.11	\$1,148.94	\$2,211.03	\$1,568.63
Employee/Family	\$1,861.15	\$1,903.95	\$3,406.18	\$14,311.81
Estimated Monthly Premium	\$10,589.32	\$10,832.86	\$19,600.20	\$49,479.10
Estimated Annual Premium	\$127,071.84	\$129,994.32	\$235,202.40	\$593,749.20
Renewal Percentages		<b>2.30%</b>	<b>85.09%</b>	<b>367.25%</b>

\*This is only a brief description of benefits, please see the full proposal for complete benefits  
 \*\* Rates illustrated above are based on an effective date of 6/1/2026 for medical coverage only. Changes to the effective date, demographics and/or census may result in a revision of quoted rates.  
 Please contact Freedom Claims Management, Inc. to request an updated proposal if needed.  
 FCMI will charge a Renewal Fee in the amount of \$350.  
 FCMI will charge an Admin Fee in the amount of \$54 PEPM.  
 3/23/2026 ba

Medical	FreedomChoice 6/1/2024		FreedomChoice 6/1/2024	
	IND	FAM	IND	FAM
Deductible - PPO	\$1,000	\$2,000	\$1,000	\$2,000
Coinsurance - PPO	80%	80%	80%	80%
Coinsurance Out-of-Pocket	\$1,000	\$2,000	\$1,000	\$2,000
Deductible/Coinsurance Out-of-Pocket	<b>\$2,000</b>	<b>\$4,000</b>	<b>\$2,000</b>	<b>\$4,000</b>
Deductible - Non-PPO	\$2,000	\$4,000	\$2,000	\$4,000
Coinsurance - Non-PPO	50%	50%	50%	50%
Deductible/Coinsurance Out-of-Pocket - Non-PPO	\$4,000	\$8,000	\$4,000	\$8,000
PPO Office Visits	\$30	\$30	\$30	\$30
PPO Specialty Office Visits	\$100	\$100	\$100	\$100
Prescription Drugs - Generic	\$10/\$30	\$10/\$30	\$10/\$30	\$10/\$30
Prescription Drugs - Brand Formulary	\$50	\$50	\$50	\$50
Prescription Drugs - Brand Non-Formulary	\$125	\$125	\$125	\$125

	Fully Insured	Fully Insured
<b>Rates - Medical (4-tier)</b>		
Employee Only	\$677.29	\$787.95
Employee/Spouse	\$1,734.02	\$1,555.33
Employee/Child(ren)	\$1,496.27	\$1,339.92
Employee/Family	\$2,366.67	\$2,143.31
Estimated Monthly Premium	<b>\$14,458.44</b>	<b>\$13,028.92</b>
Estimated Annual Premium	<b>\$173,501.28</b>	<b>\$156,347.04</b>
Renewal Percentages	-9.89%	-9.89%

BCBS of NE ChamberChoice CPH25 6/1/2026	
IND	FAM
\$1,000	\$2,000
80%	80%
\$1,000	\$2,000
<b>\$2,000</b>	<b>\$4,000</b>
\$2,000	\$4,000
\$4,000	\$8,000
\$30	\$30
\$45	\$45
\$10/\$30	\$10/\$30
\$50	\$50
\$100	\$100

Level Funded
\$922.46
\$1,891.06
\$1,614.32
\$2,675.15
\$15,220.67
\$182,648.04
43.74%

City of Franklin, NE  
911143

Monthly Claims Analysis for Freedom Choice  
June 1, 2025 through May 31, 2026

	# of Employees	Total Illustrative Rates	Total Umbrella Policy Rates	TPA Admin Fee	Monthly Medical Claims Paid	Monthly Rx Claims Paid	Risk Management Fee*	Gross Savings of Freedom of Choice	Net Savings of Freedom Choice
June-25	9	\$ 15,378.69	\$ 11,070.65	\$ 486.00	\$ 647.26	\$ -	\$ 634.96	\$ 3,174.78	\$ 2,539.82
July-25	9	\$ 15,378.69	\$ 11,070.65	\$ 486.00	\$ 1,089.84	\$ -	\$ 546.44	\$ 2,732.20	\$ 2,185.76
August-25	9	\$ 15,378.69	\$ 11,070.65	\$ 486.00	\$ -	\$ -	\$ 764.41	\$ 3,822.04	\$ 3,057.63
September-25	9	\$ 15,378.69	\$ 11,070.65	\$ 486.00	\$ -	\$ -	\$ 764.41	\$ 3,822.04	\$ 3,057.63
October-25	9	\$ 15,378.69	\$ 11,070.65	\$ 486.00	\$ -	\$ -	\$ 764.41	\$ 3,822.04	\$ 3,057.63
November-25	9	\$ 14,710.03	\$ 10,589.32	\$ 486.00	\$ 50.00	\$ -	\$ 716.94	\$ 3,584.71	\$ 2,867.77
December-25	9	\$ 14,710.03	\$ 10,589.32	\$ 486.00	\$ 119.25	\$ -	\$ 703.09	\$ 3,515.46	\$ 2,812.37
January-26	9	\$ 14,710.03	\$ 10,589.32	\$ 486.00	\$ 49.87	\$ -	\$ 716.97	\$ 3,584.84	\$ 2,867.87
February-26	9	\$ 14,710.03	\$ 10,589.32	\$ 486.00	\$ -	\$ -	\$ 726.94	\$ 3,634.71	\$ 2,907.77
March-26	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April-26	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-26	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 135,733.57	\$ 97,710.53	\$ 4,374.00	\$ 1,956.22	\$ -	\$ 6,338.56	\$ 31,692.82	\$ 25,354.26



FreedomChoice  
Group Health Plan

Freedom Claims Management, Inc

P.O. Box 1365

Great Bend, KS 67530

620-792-9151 - Telephone

620-792-3389 - Fax

\*Negative amounts in this column are not billed as such. Negative amounts will be billed as \$0 Risk Management Fee.

## Renewal Utilization Report

7 Applied filters: Cost Measure: Paid Period Runout: No Runout Applied Period Type: Rolling Paid Period: Mar2025 - Feb2026 Account Name: (10819) CITY OF FRANKLIN

0361

Average Subscribers

9.0

Average Members

26

Network Usage

In-Network Paid %

100.0%

In-Network Services%

100.0%

HCC > \$30,000

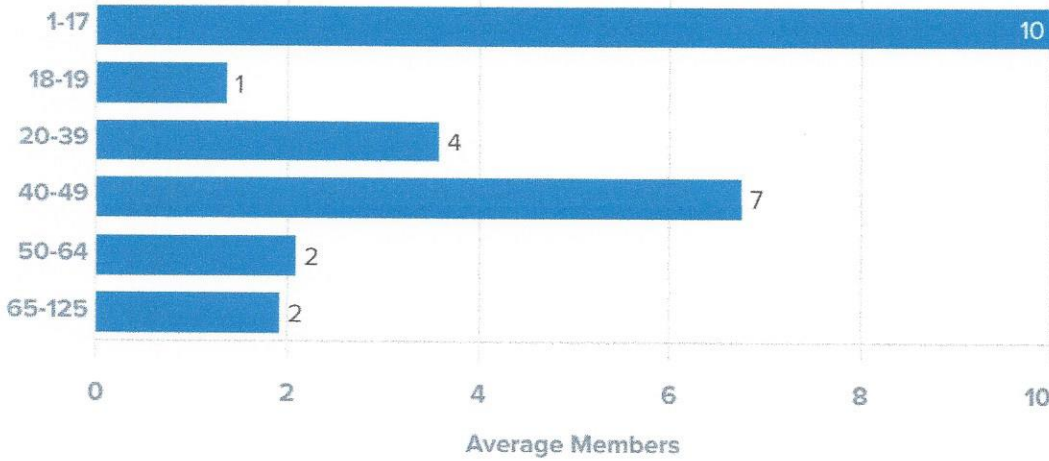
Claimants

0

Paid % of Total

0.0%

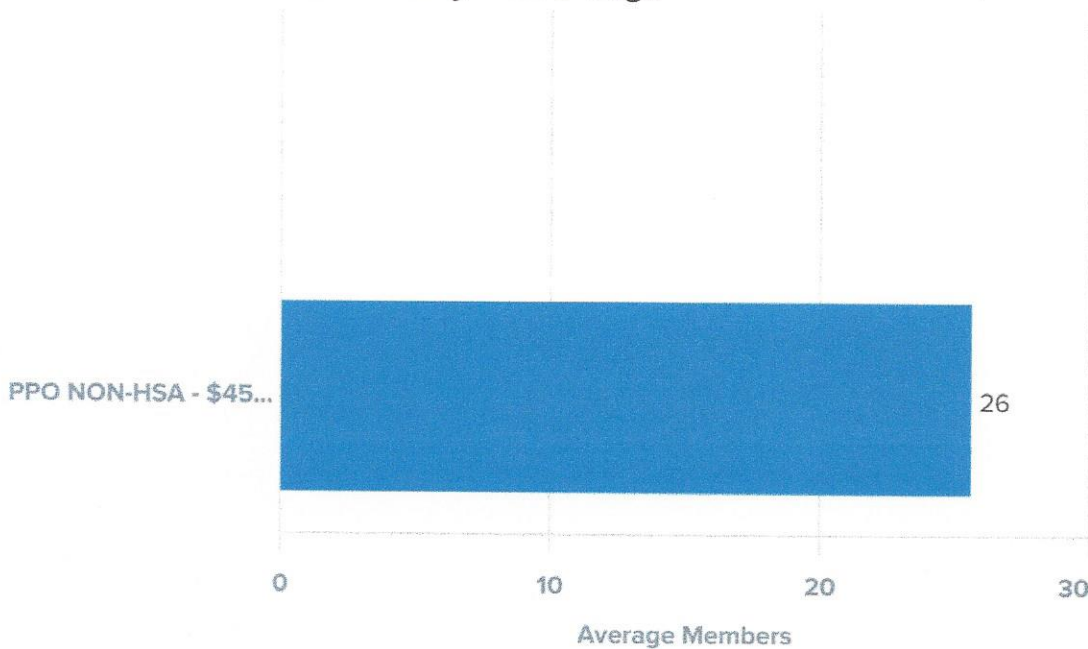
### Member Age Distribution



### Claims Distribution

Paid Band Fixed Date RP	% of Total Claimants	Paid % of Total
(1) <=\$0	7.1%	0.0%
(2) \$1-\$30K	92.9%	100.0%

### Members by Plan Design



## Paid Claims Summary

	Outpatient	Professional	Pharmacy
Claimants	7	13	10
% of Total Claimants	50.0%	92.9%	71.4%
Paid % of Total	1.8%	59.8%	38.4%

### Medical Utilization

	Benchmark Comparison
Admits	0
Admits / 1000	0.0
Admits / 1000 Benchmark (A/G Adj.)	45.6
Average Length of Stay	-
Average Length of Stay Benchmark	4.92
ER Visits	0
ER Visits / 1000	0.0
ER Visits / 1000 Benchmark (A/G Adj.)	138.1
OP Visits	8.00
OP Visits / 1000	312.7
OP Visits / 1000 Benchmark (A/G Adj.)	1,395.9
Office Visits	36.00
Office Visits / 1000	1,407.2
Office Visits / 1000 Benchmark (A/G Adj.)	2,815.3

### Telehealth Utilization

	Benchmark Comparison
Telehealth Services	0
Telehealth Services / 1000	0.0
Telehealth Services / 1000 Benchmark (A/G Adj.)	505.6

### Pharmacy Utilization

	Benchmark Comparison
Scripts	100
Scripts / 1000	3,908.8
Scripts / 1000 Benchmark (A/G Adj.)	9,781.2

**Top Benefits by Location & Plan - Medical\Dental**

City of Franklin (911143)

Includes All Paid By Plan Amounts Over \$0.00

From 6/1/2025 To 3/31/2026

Rank	Benefit Code	Description	# of Claims	Total Charges	Allowable Charges	Paid By Employee	Paid By Plan
<b>City of Franklin / City of Franklin - PPO Plan</b>							
1	AMBS	AMBULATORY SURGERY CENTI	2	\$5,191.00	\$2,713.87	\$1,342.77	\$1,371.10
2	PHYT	PHYSICAL THERAPY	1	\$3,616.00	\$2,255.60	\$1,331.12	\$924.48
3	ANES	ANESTHESIOLOGIST	1	\$395.00	\$395.00	\$79.00	\$316.00
4	MDOV1	SPECIALISTS OFFICE VISIT	12	\$2,729.16	\$2,169.97	\$511.04	\$100.00
5	XRAY	DIAGNOSTIC X-RAY	7	\$839.00	\$581.60	\$481.86	\$99.74
6	OFFSURG	OUTPT DR. OFF. MISC SURGERY	5	\$1,492.00	\$788.13	\$718.75	\$69.38
7	MEDEQUP	MEDICAL EQUIPMENT	2	\$113.00	\$99.90	\$38.30	\$61.60
8	MISC	MISCELLANEOUS SERVICE	3	\$65.00	\$29.64	\$22.72	\$6.92
9	DIAGTEST	DIAGNOSTIC TESTING	3	\$385.00	\$286.85	\$246.88	\$0.00
10	INJECT	INJECTION	7	\$300.00	\$25.29	\$25.29	\$0.00
11	LAB	LAB	1	\$495.00	\$413.46	\$161.78	\$0.00
12	MDOV	DOCTOR'S OFFICE VISIT	20	\$2,835.90	\$2,519.48	\$588.10	\$0.00
13	NCOV	EXPENSE NOT COVERED	4	\$503.03	\$0.00	\$0.00	\$0.00
14	NCOVDUP	DUPLICATE NOT COVERED	2	\$311.00	\$0.00	\$0.00	\$0.00
15	NCOVEOB	OTHER CARRIER EOB DENIAL	2	\$221.00	\$0.00	\$0.00	\$0.00
16	URGENT	URGENT CARE	1	\$268.00	\$122.85	\$100.00	\$0.00
All Others:			0	\$0.00	\$0.00	\$0.00	\$0.00

**Location / Plan Totals:** City of Franklin / City of Franklin - PPO Plan

73	\$19,759.09	\$12,401.64	\$5,647.61	\$2,949.22
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**Group Totals:** City of Franklin

73	\$19,759.09	\$12,401.64	\$5,647.61	\$2,949.22
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**All Group Totals:**

73	\$19,759.09	\$12,401.64	\$5,647.61	\$2,949.22
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**Top Providers By Location & Plan - Medical/Dental**

City of Franklin (911143)

Includes All Paid By Plan Amounts Over \$0.00

From 6/1/2025 To 3/31/2026

Rank	Code	Provider	City of Franklin / City of Franklin - PPO Plan	# of Claims	Total Charges	Allowable Charge	Paid By Employee	Paid By Plan
1	476007436	4 Franklin Cou	Franklin County Memorial	3	\$4,419.00	\$2,961.66	\$1,785.50	\$924.48
2	470536623	3 Keller Mark	Midwest Ent Specialists PC	3	\$2,259.00	\$1,482.94	\$293.46	\$873.84
3	201507841	1 Hastings Sur	Hastings Surgical Center LLC	1	\$3,500.00	\$1,746.57	\$1,149.31	\$597.26
4	470378779	31 Loehr Paula	Mary Lanning Healthcare	1	\$395.00	\$395.00	\$79.00	\$316.00
5	476007436	10 Wewel Scott	FCMH Pool Medical Clinic	13	\$2,545.00	\$1,279.22	\$532.32	\$137.90
6	470846166	22 Nielsen, Pau	New West Sports Medicine	10	\$1,843.00	\$1,019.90	\$553.91	\$99.74
7	263513000	43 Perelli Kar	Plains Radiology Services	1	\$54.00	\$18.85	\$18.85	\$0.00
8	263513000	94 Fuerst Danie	Plains Radiology Services	1	\$54.00	\$18.85	\$18.85	\$0.00
9	470776619	20 Craft Renee	ENT Physicians of Kearney PC	1	\$175.00	\$159.45	\$30.00	\$0.00
10	470846166	27 Beranek Jens	New West Sports Medicine and	2	\$704.00	\$358.66	\$182.50	\$0.00
11	476007436	13 Machard, Dio	FCMH Pool Medical Clinic	1	\$225.00	\$199.69	\$30.00	\$0.00
12	476007436	17 Dorn Erica	FCMH Pool Medical Clinic	10	\$1,366.00	\$970.65	\$271.34	\$0.00
13	480879603	24 Bengtson Aly	Advanced Dermatology and Skin	1	\$202.16	\$177.55	\$30.00	\$0.00
14	810606852	11 Linke Christ	Grand Island Dermatology PC	3	\$825.00	\$640.46	\$207.84	\$0.00
15	813306758	3 Rodgers Brad	Bradley Rodgers MD	2	\$412.90	\$345.07	\$67.85	\$0.00
16	822523454	1 Wyeno Gary	G L Wyeno Hearing Specialists	1	\$0.00	\$90.15	\$90.15	\$0.00
17	842648230	4 CONNER JOSHU	JOSHUA S. CONNER, OD	1	\$119.00	\$56.73	\$56.73	\$0.00
18	844547773	2 McLain Kelly	Lakeside Family Vision	1	\$162.00	\$139.97	\$100.00	\$0.00
19	850732004	23 Dobler Kim	UK ST Francis Urgent Care	1	\$268.03	\$122.85	\$100.00	\$0.00
20	873486516	2 Pinion Aaron	Platte Valley Medical Clinic	1	\$231.00	\$217.42	\$50.00	\$0.00
All Others:				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Location / Plan Totals:</b>				<b>58</b>	<b>\$19,759.09</b>	<b>\$12,401.64</b>	<b>\$5,647.61</b>	<b>\$2,949.22</b>
<b>Group Totals for Group:</b>				<b>58</b>	<b>\$19,759.09</b>	<b>\$12,401.64</b>	<b>\$5,647.61</b>	<b>\$2,949.22</b>

City of Franklin / City of Franklin - PPO Plan

City of Franklin

**Top Providers By Location & Plan - Medical\Dental**

Includes All Paid By Plan Amounts Over \$0.00

From 6/1/2025 To 3/31/2026

Rank	Code	Provider	# of Claims	Total Charges	Allowable Charge	Paid By Employee	Paid By Plan
			58	\$19,759.09	\$12,401.64	\$5,647.61	\$2,949.22

**All Groups Totals:**

# Health Benefits Plan for the Employees

City of Franklin

Group Number: 911143

Effective Date: <b>June 1, 2025</b>		<b>FreedomChoice</b>	
Base Plan Claims Administrator Base Plan: Financial Program Umbrella: Insurance Carrier Preferred Provider Network		Freedom Claims Management, Inc. Medical Expense Reimbursement Plan Current Carrier Current Carrier	
<b>Base Plan</b>	<b>Amounts Paid By The Member...</b>	<b>PPO Network</b>	<b>Non-Network</b>
		↓	↓
<b>Calendar Year Employee Deductible</b>	Individual	\$1,000	\$2,000
<i>Deductible restarts every January 1st</i>	Family Limitation	\$2,000	\$4,000
<b>Employee Cost Share Percentages <u>AFTER</u> Deductible</b>		30%	50%
<b>Out-of-Pocket Maximum <u>AFTER</u> Deductible</b>	Individual	\$1,000	\$2,000
<i>Before 1st \$9,100 Limit Reached</i>	Family Limitation	\$2,000	\$4,000
<b>Total Employee Out of Pocket Expense</b>	Individual	\$2,000	\$4,000
	Family Limitation	\$4,000	\$8,000
	<i>Do Not Apply to Deductible</i>		
<b>Copays Paid by Member "Per Visit"</b>	Primary Care MD	\$30	Deductible
<i>Services performed are subject to Deductible.</i>	Specialist Physician	\$100	Deductible
<i>Deductible applies AFTER Emergency Room Copayment made.</i>	Mental Health Office Visit	\$30	Deductible
	Urgent Care Facility	\$100	Deductible
	Emergency Room	\$150	Deductible
	Chiropractor	\$30	Deductible
Vision Exam ( <i>through an in network VSP provider</i> )		Covered in Full	Deductible
Routine Preventive Care	Per Person	No Copay	Deductible
<b>Prescription Drug Card Benefit</b>	<i>Mandatory Generic</i>	<u>Retail Copays</u>	<u>Mail Order</u>
<i>Prescription drug services and administration provided Current Carrier and Prescription Network, a Prescription Management Company.</i>	Generic Drugs	\$10/\$30	\$30/\$90
	Preferred Brand	\$50	\$150
	Non-Preferred Brand	\$125	\$375
	Specialty Drugs	Deductible / Coinsurance	Deductible / Coinsurance
<i>Base Plan - Deductible, copays, cost share amounts &amp; Rx copays for the member. Until the member's claims reach the initial \$9,100 threshold, the balance of these costs are paid by the Employer's Medical Expense Reimbursement Plan. Base Plan claims are processed by Freedom Claims Management, Inc. a Third Party Administrator, after first being submitted to your current carrier for claim discounting and review.</i>			
<b>Please direct questions to Freedom Claims Management, Inc. at 1-866-792-9151</b>			
<b>Umbrella</b>	<b>Applies to Claims Exceeding this Amount →</b>	<b>\$4,500</b>	<b>\$9,000</b>
Employee Cost Share Percentages after Umbrella Policy Level Reached...		30%	40%
"Umbrella" Out-of-Pocket Maximum	Individual	\$9,100	\$14,000
	Family	\$18,200	\$28,000
Lifetime Maximum		Unlimited	Unlimited
<i>Current Carrier processes and pays eligible, in network claims above the \$9,100 threshold.</i>			

Please refer to the final Schedule of Benefits and the Summary Plan Description for all other eligible or ineligible expenses which supersede this handout. Please also refer to the certificate of coverage from Current Carrier for actual details on cost share amounts. This is not a legal document.

ID CARDS: You will have two ID Cards. Present both of them to your providers. Current Carrier will review the claim first and apply the PPO discount. Freedom Claims Management, Inc. will coordinate your reimbursement as secondary payor. Use the Current Carrier and Freedom Claims Management, Inc. card for prescriptions at your participating pharmacy.

**Please use participating network physicians and hospitals that participate in your Current Carrier Network in order to maximize benefits and reimbursements. Certain services require Pre-Certification. Please have your provider contact Current Carrier to maximize benefit reimbursement.**

# ChamberChoice



Current - Medical Proposed Rates

Group Name: CITY OF FRANKLIN

Effective Date: June 1, 2026

Prepared On: March 18, 2026

### Plan Info

Option Number	ChamberChoice PPO 4500
Plan Name	CPC26 Rx Opt 1
HSA	No
Physician Cost Share (PCP/SPC)	\$30/\$100
Pharmacy Cost Share	\$10/\$50/\$90/\$300

### Benefits

In Network	
Deductible (Single/Family)	\$4,500/\$9,000
Coinsurance (Member Pays)	30%
Out Of Pocket (Single/Family)	\$9,100/\$18,200
Out Of Network	
Deductible (Single/Family)	\$9,000/\$18,000
Coinsurance (Member Pays)	40%
Out Of Pocket (Single/Family)	\$14,000/\$28,000

### Enrollment

Employee	4
Employee & Spouse	1
Employee & Children	1
Employee & Family	3
Total	9

	NETworkBlue	
	Current	Proposed
Aggregate Corridor 110%		
Specific Stop Loss \$20,000		
Stop Loss Prem & Admin Fee	\$7,306.62	\$7,361.04
Claims Funding	\$3,282.70	\$3,471.82
Total Cost by Tier		
Employee	\$641.78	\$656.54
Employee & Spouse	\$1,315.64	\$1,345.91
Employee & Children	\$1,123.11	\$1,148.94
Employee & Family	\$1,861.15	\$1,903.95
Change Percentage	2.3%	
Monthly Premium	\$10,589	\$10,832
Annual Premium	\$127,071	\$129,994

**Delta Dental of Nebraska**  
**Renewal Rates for City of Franklin, NE #653943**  
*Effective June 1, 2026*

Rates per subscriber per month	Current Rate(s)	Renewal Rate(s)
	June 1, 2025 through May 31, 2026	June 1, 2026 through May 31, 2027
Subscriber only	\$29.36	\$30.83
Subscriber and spouse	\$58.72	\$61.66
Subscriber and child(ren)	\$79.26	\$83.22
Subscriber, spouse and child(ren)	\$108.62	\$114.05
Overall Percent Change		5.00%

**Rating Requirements**

These rates are contingent upon the minimum participation requirement for this plan. If participation goes below the minimum required, Delta Dental reserves the right to offer an alternate plan option or terminate the contract upon renewal.

**Rating Assumptions**

Our rates include all applicable taxes and fees.

You agree to pay invoice as billed.

Standard subscriber materials will be provided to you to distribute to your members. These include the Summary of Dental Plan Benefits, Certificate, and ID cards.

Printed dentist directories are not included. You can find participating dentists on our website at <https://www.deltadentalne.org>.



## Delta Dental PPO™ plus Premier® Dental Flex Summary of Dental Plan Benefits

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation. \*

**Control Plan** – Delta Dental of Nebraska

**Benefit Year** – January 1 through December 31

**Covered Services** –

Service Type	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Non-Participating Dentist Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> – exams, cleanings, and fluoride	100%	80%	80%
<b>Radiographs</b> – X-rays	100%	80%	80%
<b>Periodontal Maintenance</b> – cleanings following periodontal therapy	100%	80%	80%
<b>Basic Services</b>			
<b>Space Maintainers</b> – appliances to prevent tooth movement	80%	50%	50%
<b>Emergency Palliative Treatment</b> – to temporarily relieve pain	80%	50%	50%
<b>Sealants</b> – to prevent decay of permanent teeth	80%	50%	50%
<b>Minor Restorative Services</b> – fillings	80%	50%	50%
<b>Anesthesia Services</b> – when medically necessary	80%	50%	50%
<b>Other Basic Services</b> – misc. services	80%	50%	50%
<b>Major Services</b>			
<b>Crown Repair</b> – to individual crowns	50%	50%	50%
<b>Endodontic Services</b> – root canals	50%	50%	50%
<b>Periodontic Services</b> – to treat gum disease	50%	50%	50%
<b>Oral Surgery Services</b> – extractions and dental surgery	50%	50%	50%
<b>Major Restorative Services</b> – crowns	50%	50%	50%
<b>Relines and Repairs</b> – to bridges, implants, and dentures	50%	50%	50%
<b>Prosthodontic Services</b> – bridges, implants, and dentures	50%	50%	50%

\*When you receive services from a Non Participating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Non participating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Bitewing X-rays are payable once per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Oral exams (including evaluations by a specialist and those limited to a specific problem or complaint) are payable twice per calendar year.
- Endodontic therapy is payable once per lifetime. Pulpal debridement, incomplete endodontic therapy, apexification/recalcification, pulpal regeneration, apicoectomy, retrograde filling, biologic materials to aid in soft and osseous tissue regeneration, guided tissue regeneration, root amputation, endodontic endosseous implant, intentional re-implantation, and hemisection are not payable.
- Assessment of salivary flow by measurement is a payable service. Caries risk assessment is payable once in any three-year period for people age 18 and under. Diagnostic casts, consultation on slides prepared elsewhere, and other oral pathology procedures are not payable.

# Vision Benefit Renewal Notice

CUSTOMIZED FOR CITY OF FRANKLIN, NE - #30061800

Renewal Effective Date: January 1, 2026



## Boost Your Benefits

Keeping your employees happy and healthy is more important than ever. Here is your renewal option to make sure your vision benefits continue to provide just what your team needs and values. Whatever you choose, your employees will be amazed by all that's included.

### Big on Access

A huge provider network with private practice and retail locations, and an in-network, online-shop offering today's trendiest eyewear.

### Easy on the Wallet

Give your team the lowest out-of-pocket costs on exams and lenses of any vision carrier.

### Coverage for More than 20/20 Vision

Keep healthcare costs down with built-in coverage for urgent and medical eye care plus extra preventative care for employees with diabetes.

## VSP CHOICE PLAN®: CUSTOMIZED BENEFIT OPTIONS AND MONTHLY RATES

Employer Pays 25-74% of Premium for Employees and Dependents / 10 Employees Enrolled

	CURRENT PLAN		BETTER PLAN
<b>Frequency</b>			
Exam	Every 12 Months	Every 12 Months	Every 12 Months
Frame	Every 12 Months	Every 12 Months	Every 12 Months
Lenses	Every 12 Months	Every 12 Months	Every 12 Months
Contact Lenses (Instead of lenses and frame)	Every 12 Months	Every 12 Months	Every 12 Months
<b>Copays and Allowances</b>			
Exam Copay	\$10	\$10	\$10
Lens/Frame Copay	\$25	\$25	\$25
Frame Allowance	\$130	\$130	\$150
Contact Lens Allowance	\$130	\$130	\$130
<b>RATES</b>			
	Current Rate	Renewal Rate	Better Plan
Employee Only	\$11.11	\$11.11	\$12.08
Employee + One	\$17.77	\$17.77	\$19.33
Employee + Child(ren)	\$18.14	\$18.14	\$19.74
Employee + Family	\$29.25	\$29.25	\$31.82

This Renewal Notice has been designed by VSP® specifically for City of Franklin, NE, headquartered in NE. Rates include all applicable taxes, health assessment, and platform participation fees known as of the date of the renewal.

**Ready to enhance your plan?**  
**Contact Juan Rosas at [juanro4@vsp.com](mailto:juanro4@vsp.com) or (800) 216-6248 at least 60 days before your renewal date.**

**No action needed to continue offering the current plan to your employees.  
 Your current VSP plan automatically renews Jan 1, 2026 through Dec 31, 2027.**

HEIN CONSTRUCTION LLC.

919 I STREET

FAIRBURY NE, 68352

PHONE 402-239-9629

CITY OF FRANKLIN, NEBRASKA

PROPOSAL

4-9-2026

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CRACK SEALING CONCRETE STREETS

2026 to 2027

11<sup>th</sup> ave spur to o street

1.5 blocks @ \$1,875.00

TOTAL \$1,875.00

18 th h to k street

3 BLOCKS @ \$1,250.00 PER BLOCK

TOTAL \$3,750.00

18<sup>th</sup> o to p street

1 BLOCKS @ \$1,250.00

TOTAL \$1,250.00

19<sup>th</sup> m to n

1 block @ \$1,250.00 per block

total \$1,250.00

Q street from 12<sup>th</sup> to 14<sup>th</sup>

2 block @ \$1,250.00 per block

total \$2,500.00

P street 9<sup>th</sup> to 13<sup>th</sup>

4 blocks @ \$1,250.00 per block

total \$5,000.00

K street 9<sup>th</sup> to 12<sup>th</sup>

3 block @ \$1,250.00 per block

total \$3,750.00

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Total of bvoce streets

TOTAL \$19,375.00

THE ABOVE PRICE IS FOR BLOW AND GO CRACK SEALING ALL CRACKS AND SAW JOINTS WILL BE BLOWN CLEAN WITH COMPRESSED AIR AND FILLED WITH THE HOT POUR NUMBER IN THE BID AND THEN A U SHAPED SQUEEGEE WILL BE RUN OVER CRACK TO MAKE A WATER TIGHT SEAL.

HEIN CONSTRUCTION WILL SUPPLY ALL LABOR, MATERIALS AND EQUIPMENT TO COMPLETE THE CRACK SEALING PROJECT.

CERTIFICATE OF INSURANCE WILL BE SUPPLIED BEFORE WORK BEGINS.

BLOCK PRICE FOR THE 2027 AND YEAR WILL BE \$1,250.00 PER BLOCK

Work will be completed in 2026 2027 budget year

THANK YOU

HEIN CONSTRUCTION LLC.

## NUISANCE ABATEMENT AGREEMENT

South Central Economic Development District, Inc.

CITY: Franklin, Nebraska  
CONSULTANT: South Central Economic Development District, Inc. (SCEDD)  
FEE: All costs incurred to include: SCEDD actual staff time at an hourly rate of \$80; mileage reimbursement rate will be IRS Standard Mileage Rate for Business in effect on days of travel; and actual costs necessary for postage, posting and publishing properties.  
LOCATION: Selected properties within the City of Franklin.  
START DATE: May 12, 2026  
END DATE: The earlier of December 31, 2026, or completion.  
ATTACHMENTS:

THIS AGREEMENT is mutually made and entered into by and between the City of Franklin, Nebraska (City) and South Central Economic Development District, Inc. (Consultant) pursuant to the following terms and consideration:

### 1. DUTIES OF THE CONSULTANT:

- a. GENERAL DUTY. Assist the City in the preparation and execution of documentation required to enact the Nuisance Ordinances of the City, including nuisance abatement in the area designated by this Agreement and any attachments;
- b. DOCUMENTATION. Assist in preparation and maintaining proper documentation for local, county, State, and monitoring purposes;
- c. NUISANCE OFFICER. Act as the Nuisance Officer and Administrator of the Nuisance Program and act as an authorized representative of the City in an official capacity to perform the duties of this Agreement;
- d. DEMOLITION EXPENSES. If any property requires demolition as an abatement action, the Consultant may bid and bill those administrative services as a separate agreement due to the unknown nature or extent of the demolition activity.
- e. COMPLY WITH LAWS. Comply with all federal, state, county, and Community statues, rules, regulations and ordinances;
- f. EMPLOYMENT. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community;
- g. REPORTS. At such times, and in such forms, as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement;
- h. CONFIDENTIAL. Maintain all of the reports, information, data, etc., prepared or assembled by the Consultant under this contract confidential to the extent allowed by law. Consultant agrees that said documents shall not be made available to any individual or organization without prior written approval of the City;

i. LITIGATION. Upon request by the City, and at an additional cost, consult and help City prepare for any court actions and appear in court as a witness for any matters regarding the abatement of nuisances which are a part of the duties assigned to Consultant by this Agreement.

2. DUTIES OF THE CITY:

a. APPOINTMENT. Appoint Consultant its Nuisance Officer for the term of this Agreement;

b. ASSISTANCE.

- i. Provide information needed for this Agreement, marketing the nuisance program which may include flyers, notices, and roll off dumpsters for an agreed upon designated clean up period of time or other activities as agreed.
- ii. If available, provide supplemental information regarding ownership/tenants of properties.
- iii. Provide signed documents within one week of resolution or request by Consultant.
- iv. Upon request of Consultant, provide law enforcement or qualified security at the expense of the community.

c. CONSIDERATION. Reimburse consultant in a timely manner for services rendered and billed to the community.

d. COSTS. Pay all costs incurred for the abatement of nuisances as stated in this agreement, including but not limited to publishing expenses, legal fees, security, towing fees, and solid waste removal.

e. LITIGATION FEES AND COSTS. Pay Consultant the fee as stated above and any additional costs incurred, including but not limited to litigation expenses at \$80.00 per hour plus expenses (see 1.i above).

f. MEETINGS. Both parties will agree to a pre-determined time slot on the meeting agenda. The COMMUNITY will run the public meetings per community policy and as efficiently and effectively as possible specifically pertaining to public comments during Consultant presentations.

g. DELAYS. It is planned that the project will be completed on or before October 31<sup>st</sup>.

- i. Decisions made by the governing board that delay the nuisance process and board meeting attendance after October 31<sup>st</sup> pertaining to 2025 nuisance project may result in additional fees.
- ii. Program extensions which therefore result in additional reviews by the Consultant may result in additional fees.
- iii. The Community will be billed separately for costs directly associated with these additional reviews/meetings (i.e. postage, staff time at the membership dues rate, and travel costs at the federal mileage rate).

3. GENERAL PROVISIONS:

a. COMPLETION. The nuisance program is intended to address properties with declared nuisances in the selected area within the same season.

- i. Properties remaining in the program may be carried over one season if agreed upon by both parties.
- ii. Any properties outstanding from previous seasons at the time of the executed agreement will not be carried over or reviewed beyond this season by the

Consultant.

- b. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.
- c. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- d. FURTHER ASSURANCES. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the intent and purpose of this Agreement.
- e. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- f. INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers, and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers, and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this Agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.
- g. CITY REVIEW. The City or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the project and this Contract, by whatever legal and reasonable means are deemed expedient by the City.
- h. RELATIONSHIP. The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority, except those actions granted as the official Nuisance Officer, to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.
- i. SEVERABILITY. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.
- j. CONSTRUCTION. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

#### 4. TERMINATION:

This Contract may be terminated in whole or in part:

a. By the City, with the consent of Consultant, or by Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.

b. In the event the City fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, the City agrees that Consultant shall have the right to consider said default a breach of this agreement and the duties of Consultant under this Agreement terminated. In such an event, the City shall then promptly pay Consultant for all services performed and all allowable expenses incurred.

Date: \_\_\_\_\_  
City of Franklin

Date: \_\_\_\_\_  
South Central Economic Development District, Inc.

By: \_\_\_\_\_  
Title: Margaret M. Siel, Mayor

By: \_\_\_\_\_  
Title: Sharon Hueftle, Executive Director

Approved as to legal form:  
Attorney of Record

By: \_\_\_\_\_

Date \_\_\_\_\_

Case #		Map #	Owner of residence	Situs Address	Recommend	Conversation/Message	Contact
FRAN VPR 2026-27	27	4	DONNA HAMILTON	NO SITUS	Council decision	4/27 t/c Donna: "I'm going to use this for my friends - furnished w/ table/chairs, kitchen utensils, bed; haven't used bc I have 2-3 houses, sold ones in AZ, IL and brought stuff back to this house. Will get util turned on and have friends stay in May"; Told her will talk to Council in May, send notice mid-May	Donna Hamilton: 308.470.0108
FRAN VPR 2026-26	26	6	DIANA DANIS	1516 M STREET	Not Vacant	5/6 t/c available to hunters (must unscrew board on front porch); , furnished w/ utilities & maintained; has rental agreements <b>(City Info: The only utility on at the house is electricity; it uses about 20 kWh each month. No one has been seen going in and out or parked there. If hunters stay there, where do they go to use the bathroom?)</b>	Diana Danis: 303.808.4016
FRAN VPR 2026-10	10	8	DIANA DANIS	909 18TH AVE	Not Vacant	5/6 t/c this is rented to hunters and a friend from Oregon (VSO), furnished w/ utilities & maintained; has rental agreements <b>(City Info: has all utilities on but it hasn't used any water for years and consumed 1 kWh in July 2024)</b>	Diana Danis: 303.808.4016
FRAN VPR 2026-36	36	11	SHARON WIEDEL	403 12TH AVE	Vacant	Called 4/21,22: Inherited, pay util and ins; water off due to pipe break; new roof 2 yr ago. Rented once, tore carpet out w/o permission;	Sharon: 308.470.0628
FRAN VPR 2026-4	4	15	TC RANCH (CONNIE UDEN)	1808 M STREET	Vacant, no fee if occupied by Dec 1.	4/22: renovating, should be done in 60-90 days	Drew Uden 308.470.0740
FRAN VPR 2026-18	18	19	BILL SHAW	701 15TH AVE	Not Vacant	5/8 t/c: pay utilities, at the building at least monthly - 1 room apartment furnished; windows should be repaired by now from hail	Bill Shaw: 308.293.8556
FRAN VPR 2026-22	22	21	MIKE BENNETT	633 15TH AVE	Not Vacant	5/5 email: My buildings are NOT vacant. I own 620 and 633. 633 is going to be either rented or sold to a company called MVS. I will get the front metal finished on it for it to look much nicer. If MVS does not take ownership, then Triple Twelve LLC will be moving in as a real estate/property management company. 5/7:633 is still being used as a remote office for Double Twelve LLC. But we have found a buyer that states he will purchase it in 3 months or less so we are cleaning it all out. It will be vacant in 30 days or less for the new buyer. If he doesn't get the funds, he will rent it out from us.	Mike Bennett: 402-206-6691(c) 888-812-9947(o)
FRAN VPR 2026-24	24	22	MIKE BENNETT	620 15TH	Council decision	5/5 email: My buildings are NOT vacant. I own 620 and 633. 620 is my personal office building, we are still remodeling the building but getting contractors there to finish jobs has been like pulling teeth. But it is an actively used building for myself and my workers. We will be putting signage up on the front within a month I hope to make it more official.	Mike Bennett: 402-206-6691(c) 888-812-9947(o)
FRAN VPR 2026-21	21	24	FRANKLIN COLLISION & RESTORATION	636 15TH AVE	Not Vacant	5/3 email: The property located at 636 15th Ave, Franklin, NE 68932 is not vacant. Mark Talarico is there 5 days a week. Property taxes are paid. Utilities are on and paid.	Sarena Talarico
FRAN VPR 2026-25	25	25	TC RANCH (CONNIE UDEN)	608 15TH AVE	Council decision	4/22: used for storage; utilities on <b>(City Ofc: The utilities have not been active at this building for over 18 years, they are not even in our billing system and we have had this billing system since 2008)</b>	Drew Uden 308.470.0740
FRAN VPR 2026-49	49	26	SHARON SCHMIDT (SHOP)	1402 K STREET	Not vacant	4/27 t/c Mike Tye (atty): rented for storage, Glen Miller; one there is no need & it's not efficient to heat, one was repair shop (husband died)	Mike Tye (also Krny City atty) 308.237.3155
FRAN VPR 2026-20	20	27	SHARON SCHMIDT	1512 L St	Not vacant	4/27 t/c Mike Tye (atty): rented for storage, Glen Miller; one there is no need & it's not efficient to heat, one was repair shop (husband died)	Mike Tye (also Krny City atty) 308.237.3155
FRAN VPR 2026-15	15	29	DORN AUTO-OLD SALE BARN - DAN DORN	ON MAIN ST	Council decision	4/22VM: used for business - either equip storage or customer vehicle storage	Dan Dorn: 308.425.3188
FRAN VPR 2026-16	16	30	DORN AUTO - DAN DORN - BUILDING EAST DUNCAN LAW OFFICE	ON L STREET	Council decision	4/22VM: used for business - either equip storage or customer vehicle storage	Dan Dorn: 308.425.3188
FRAN VPR 2026-12	12	31	OK TIRE-OLD FSA/NRCS	805 16TH AVE	Council decision	4/22: Jim Christiancy says this is rented out - won't say who.; <b>Per Raquel &amp; Michelle: no utilities, no knowledge of rented out</b>	Jim C: 308.470.0542
FRAN VPR 2026-23	23	35	SAM GERDES	630 15TH AVE	Not Vacant	Called 4/20: use the back of the building every day for mowing business.	Sam Gerdes: 308.470.1474
FRAN VPR 2026-11	11	36	DOUG CLINE	1803 G STREET	Council decision	5/8 t/c: storage: vehicle, model T parts, also animals on one side; nothing in the middle brick one.	Doug Cline: 402.767.1777

Case #		Map #	Owner of residence	Situs Address	Recommend	Conversation/Message	Contact
FRAN VPR 2026-50	50	39	CALEB & JESSICA BISLOW	1401 L STREET	Not vacant	4/22: used for nfp "Unusual Soldiers" headquarters - will likely move business to Rapid City within the year and sell the building; someone in the building weekly, arranged for mowing, snow removal, new roof last year, repaired windows/repainted	Jessica Bislow 308.470.0167
FRAN VPR 2026-47	47	40	BELINDA & STEVEN WESSELS	1304 J STREET	Not Vacant	4/22: bought grantparents home from family, visit 1x/month; mow every 3 wks, go 1x/month in winter; furnished, insured, util on except garbage; have had surgeries this year - not there so much.	Belinda Wessel 308.390.4869
FRAN VPR 2026-31	31	41	AARON NELSON	408 15TH AVE	Not Vacant	Called 4/20 visit 1x/month, use it for lake - keep boat at Harlan.; heated/cooled year around w/ digital thermometers, incl wifi, security cameras in place, furnished	Aaron Nelson: 402.525.5716
FRAN VPR 2026-53	53	42	MATT HARRISON	609 13TH AVE	Not vacant	Called 4/20: use for overflow and fair time, pay to have mowed, fert, etc; replaced roof last year; furnished, use few times/year	Matt Harrison: 308.991.4442
FRAN VPR 2026-34	34	43	STEVE OBERING	405 13TH AVE	Not Vacant	4/27 email from Steve: The house is occupied throughout each year periodically by numerous family members in support of our nearby farming operation and for family vacation leisure. During the 2025 calendar year, the house was occupied for portions of seven months, between January and October, and well less than an unoccupied duration of 180 days.	Steve Obering: (719) 237-0979
FRAN VPR 2026-5	5	47	STU WILSMAN	part of 1815 M St	Not Vacant	4/23 t/c Stu: used by fam/friends several x/yr, has util incl internet, furnished	Stu Wilsman 308.470.1094
FRAN VPR 2026-6	6	48	DALE IGNOWSKI	1710 K STREET	Not Vacant	by text 4/20: Since last September there have been Missionaries in the property for 1-3 weeks 3 times and my kids have stayed there 3-4 times for 1-2 weeks during that same period I would think that means that it has not been vacant, however I really don't think I should have to tell you or the state that to keep from paying \$5,000 a year. Furnishings: 3 beds 2 couches 2 tvs fridge apartment washer and dryer and high speed internet with security cameras	Dale Ignowski: 4026948405
FRAN VPR 2026-7	7	49	DEAN KUGLER	712 17TH AVE	Not Vacant	4/21 Email: This property is not vacant and is a second home to me. I spoke with Raquel Philzene today at the Franklin City Office, and she ask me to email you and to let you know that this property is my second home, and that you would talk to her direct and take this property off your vacant property list. I typically stay at this property every other week in the summer and once a month for 5 days in the winter or more frequent. Any questions, please reach out to Racquel at the Franklin City Office. I will consider this matter closed as far as my property is concerned. 4/22 Raquel confirmed	
FRAN VPR 2026-8	8	50	RICH KUMKE	706 12TH AVE	Not Vacant	4/22: used every 2 mos for fishing or hunting; all util incl cable; furnished	Rich Kumke: 402.616.9923
FRAN VPR 2026-32	32	51	DEAN THURMAN	1409 N STREET	Not Vacant	Remove per Raquel	
FRAN VPR 2026-54	54	53	MILDRED SWEET	612 13TH AVE	Not Vacant	5/8 t/c: used as 2nd home, furnished, new roof, painted, mowed, sister uses room for dialysis, retires end of May and will be spending more time more.	Dorene Ainslie: 402.580.0406
FRAN VPR 2026-28	28	54	ELVERNA DALLMANN	313 15TH AVE	Not Vacant	4/22: vacant over a year, used by family 1x/mon, all util, furnished	Amy Dallmann: 308.470.0585
FRAN VPR 2026-38	38	55	KAREN KOLB	1202 O ST	Vacant	5/11: owner moved to asst living Oct 2025; likely not going home. Informed no fee til Dec, if listed for sale, could be exempt.	Nicole Robinson, social worker: 308.920.3019

Residential

Commercial

Not sure if vacant



**JEO CONSULTING GROUP INC**  
**JEO ARCHITECTURE INC**

**PLANS AND SPECIFICATIONS  
FOR  
FRANKLIN C & D LANDFILL  
FOR  
FRANKLIN, NEBRASKA**

**Engineering**  
**Architecture**  
**Surveying**  
**Planning**  
**Funding**



**PLANS AND SPECIFICATIONS  
FOR  
FRANKLIN C & D LANDFILL  
FOR  
FRANKLIN, NEBRASKA**

**OWNER CONTACT** Barry Rubendall, Street Superintendent  
City of Franklin  
619 15th Ave  
Franklin, NE 68939  
Phone: 308.425.6295  
Email: [info@cityoffranklin.net](mailto:info@cityoffranklin.net)

**ENGINEER CONTACT** Michael E. Schultes, PE  
JEO Consulting Group, Inc. [\[seal here\]](#)  
2727 W. 2nd St. Ste. 471  
Hastings, NE 68901  
Mobile: 402.469.0414  
Email: [mschultes@jeo.com](mailto:mschultes@jeo.com)

**SUBMITTING ORGANIZATION** Organization legal name: JEO Consulting Group, Inc.  
Contact information: 1937 N Chestnut St, Wahoo, NE 68066 – 800.723.8567  
Organization certificate of authorization number: CA-0069

**JEO PROJECT NO.** 222242.00



## CONTENTS

### DIVISION 00:

- 00 10 00 – Invitation to Bid
- 00 21 00 – Instructions to Bidders
- 00 41 00 – Bid Form
- 00 43 00 – Bid Bond
- 00 51 00 – Notice of Award
- 00 52 00 – Agreement
- 00 55 00 – Notice to Proceed
- 00 61 00 – Performance Bond
- 00 61 50 – Payment Bond
- 00 70 00 – General Conditions
- 00 73 00 – Supplementary Conditions

### DIVISION 01:

- 01 10 00 – Special Provisions
- 01 20 00 – Price and Payment Procedures
- 01 22 00 – Unit Prices
- 01 30 00 – Administrative Requirements
- 01 40 00 – Quality Requirements
- 01 50 00 – Temporary Facilities and Controls
- 01 55 00 – Traffic Control and Barricading
- 01 60 00 – Product Requirements
- 01 70 00 – Execution Requirements
- 01 71 13 – Mobilization and Demobilization
- 01 77 00 – Project Closeout

### DIVISION 31:

- 31 10 00 – Site Clearing
- 31 22 00 – Grading, Excavation and Embankment

### DIVISION 32:

- 32 92 19 – Seeding



**SECTION 00 10 00  
INVITATION TO BID**

Sealed Proposals for the construction of “Franklin C & D Landfill for the City of Franklin,” JEO Project No. 222242.00, QuestCDN No. 10093044, will be received by the Clerk at 619 15th Ave, Franklin, NE 68939, until 2:00pm on the 24th day of June 2026, and thereafter will be read aloud.

The work is generally described as follows: Expansion of the Existing City of Franklin C & D Landfill. The expansion will require approximately 30,000 CY of site excavation.

Opinion of Probable Cost \$250,000

Proposals will be taken for said construction work listed above by unit prices, as an aggregate bid for the entire project.

All Proposals for said construction work must be made on blanks furnished by the Engineer and must be accompanied by Bid Security of not less than 5% of the amount bid. Bid Security to be made payable to the Treasurer of the City of Franklin as liquidated damages in case the bid is accepted and the bidder neglects or refuses, to enter into contract and furnish bond in accordance herewith.

Copies of the contract documents are on file with the City of Franklin for examination by bidders. Complete digital project bidding documents are available at JEO’s website at [jeo.com](http://jeo.com) for \$30. An optional paper set of project documents is available for a non-refundable price of \$100 per set. Please contact Autum Filipi at [afilipi@jeo.com](mailto:afilipi@jeo.com) to coordinate your request and send your check to: 2000 Q St., Ste 500 Lincoln, NE 68503. In order to bid the project, the contract documents must be issued directly by JEO Consulting Group, Inc. or QuestCDN to the bidder.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The Owner reserves the right to waive informalities and irregularities and to make awards on bids which furnish the materials and construction that will, in their opinion, serve the best interests of the Project and also reserves the right to reject any and/or all bids.

CITY OF FRANKLIN  
Margaret Siel, Mayor

ATTEST: Raquel Felzien, Clerk

PUBLISHED: Franklin County Chronicle  
June 3, 2026  
June 10, 2026  
June 17, 2026



**SECTION 00 21 00**  
**INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT**

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 ~~Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.~~
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version ~~[insert version number]~~ or later. It is

the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- ~~C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.~~
- ~~1. Electronic Documents that are available in native file format include:
    - a. **[List documents that will be made available to Contractor]**~~
  - ~~2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.~~
  - ~~3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.~~
  - ~~4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.~~

**2.07 In order to bid the project, the contract documents must be issued directly to the Bidder from JEO Consulting Group, Inc. or QuestCDN. The Bid shall be submitted by the same firm that was issued the contract documents.**

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder must submit the following information:**
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

3.02 **Deleted**

3.03 ~~Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:~~

- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- ~~C. Bidder's state or other contractor license number, if applicable.~~
- ~~D. Subcontractor and Supplier qualification information.~~
- ~~E. Other required information regarding qualifications.~~

3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**ARTICLE 4—PRE-BID CONFERENCE**

4.01 A pre-bid conference will not be conducted for this Project.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

- a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. ~~Geotechnical Baseline Report/Geotechnical Data Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).~~
- a. ~~As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~
  - b. ~~The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~
  - c. ~~Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~
  - d. ~~As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
  - 1. **None.**Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder is ~~required~~ **encouraged** to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- ~~B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.~~
- ~~C. A Site visit is scheduled for [designate date, time and location]. Maps to the Site will be made available upon request.~~
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- ~~E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: [provide contact information]. Bidder must conduct the required Site visit during normal working hours.~~
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to

schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

#### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

### **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. ~~Contact information and submittal procedures for such questions are as follows:~~

- A. ~~[Insert contact information for submittal of questions to Engineer; describe any permissible or required special procedures, such as submittal via a Bidding Documents Website.]~~

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions, **or in the form of a certified check**. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder's maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

## ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 **Deleted**
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 **Deleted**
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer ~~within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders~~ **at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute, and 5 days prior in the case of a proposed "or-equal."** Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the

request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

## **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

### **11.01 Deleted**

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening: **for which such identification is required.**

A. ~~[List key categories of the Work. Depending on the Project this might include electrical, fire protection, major equipment items].~~

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

### **ARTICLE 13—BASIS OF BID**

#### **13.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

#### **13.02 *Base Bid with Alternates***

- ~~A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form.~~

~~The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~

~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

### 13.03 *Sectional Bids*

~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.~~

~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~

~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~

~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

### 13.04 **Deleted**

### 13.05 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### 13.06 *Allowances*

~~A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.~~

### 13.07 **Deleted**

## **ARTICLE 14—SUBMITTAL OF BID**

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the

Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the **Advertisement Bid Form**.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner ~~will~~ **may** reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

**1. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities and to negotiate contract terms with the Successful Bidder.**

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form, **or as described in Section 01 10 00 – Special Provisions**. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

~~C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.~~

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

E. **Deleted**

F. **Deleted**

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## **ARTICLE 19—BONDS AND INSURANCE**

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

21.01 **Owner is exempt from Nebraska state sales and use taxes on materials and equipment to be incorporated into some types of Work. The following types of work are examples and not all inclusive list of types of work where Contractor shall not include these taxes for materials and equipment:**

**Street and Road Improvements  
Drainage Improvements  
Sanitary Sewer  
Wastewater Facilities**

**Excavation and Grading  
Fire Hydrants  
Swimming Pools  
Trails**

#### **ARTICLE 22—CONTRACTS TO BE ASSIGNED**

22.01 **Refer to the Supplementary Conditions for additional information, if required.**



# **BEGINNING OF BID DOCUMENTS**



**SECTION 00 41 00  
BID FORM FOR CONSTRUCTION CONTRACT**

**PROJECT IDENTIFICATION**

Project Name: Franklin C & D Landfill  
JEO Project No.: 222242.00

---

**NAME OF BIDDER**

**DATE**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

**City of Franklin  
Attn: Raquel Felzien, Clerk  
619 15th Ave  
Franklin, NE 68939**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- ~~B. List of Proposed Subcontractors;~~
- ~~C. List of Proposed Suppliers;~~
- ~~D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
- ~~E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- ~~F. Required Bidder Qualification Statement with supporting data; and~~

**ARTICLE 3—BASIS OF BID**

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total
<b>GROUP A</b>					
1	Mobilization, Insurance, Bonding	1	LS		
2	Excavation Phase II	30,000	CY		
3	Erosion Control	1	LS		
4	Seeding	1	LS		
<b>TOTAL GROUP A</b>					

3.02 Bidder acknowledges that:

- A. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
- B. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

~~**ARTICLE 4—BASIS OF BID—COST PLUS FEE**~~

~~Deleted~~

~~**ARTICLE 5—PRICE PLUS TIME BID**~~

~~Deleted~~

**ARTICLE 6—TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 **Deleted**

6.03 **Deleted**

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_



**SECTION 00 43 00  
 BID BOND (PENAL SUM FORM)**

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>City of Franklin</b> Address <i>(principal place of business)</i> : <b>619 15th Ave</b> <b>Franklin, NE 68939</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Franklin C &amp; D Landfill</b> <b>Franklin, Nebraska; JEO Project No. 222242.00</b>  Bid Due Date:
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**END OF BID DOCUMENTS**





Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Franklin**

By *(signature)*: \_\_\_\_\_

Name *(printed)*: **Margaret Siel** \_\_\_\_\_

Title: **Mayor** \_\_\_\_\_

Copy: Engineer

**SECTION 00 52 00**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of Franklin** (“Owner”) and [Full formal name of Contractor] (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Expansion of the Existing City of Franklin C & D Landfill. The expansion will require approximately 30,000 CY of site excavation.**

**ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Franklin C & D Landfill; Franklin, Nebraska; JEO Project No. 222242.00.**

**ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained **JEO Consulting Group, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **JEO Consulting Group, Inc.**

**ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **April 1, 2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 1, 2027**.
- 4.03 *Milestones*
- A. There are no Milestones for this project.

#### 4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$150** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$300** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*:
    - a. There are no Milestones for this project.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. **Deleted**

#### ~~4.05 *Special Damages*~~

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

## ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

~~A. For all Work other than Unit Price Work, a lump sum of \$[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

**[After award: Insert final Bid Item Table for specific Groups and/or Alternates awarded.]**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$(Contract Price)**.

~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

## ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **last Tuesday** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) **Deleted**

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion of the entire construction to be provided under the **construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **12** percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (~~copy of list attached~~).
  6. Drawings (not attached but incorporated by reference) consisting of **7** sheets with each sheet bearing the following general title: **FRANKLIN C & D LANDFILL, FRANKLIN, NEBRASKA**.
  - ~~7. Drawings listed on the attached sheet index.~~
  8. Addenda (numbers **[number]** to **[number]**, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. **Contractor's Bid**.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.

- b. Work Change Directives.
- c. Change Orders.
- d. Field Orders.
- e. Warranty Bond, if any.

**11. Equipment Assessment Certification.**

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

**ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the**

United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.

- C. If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[Award Date]** (which is the Effective Date of the Contract).

Owner:

**City of Franklin**

*(typed or printed name of organization)*

By: \_\_\_\_\_

*(individual's signature)*

Date: \_\_\_\_\_

*(date signed)*

Name: **Margaret Siel**

*(typed or printed)*

Title: **Mayor**

*(typed or printed)*

Contractor:

**[Full formal name of Contractor]**

*(typed or printed name of organization)*

By: \_\_\_\_\_

*(individual's signature)*

Date: \_\_\_\_\_

*(date signed)*

Name: \_\_\_\_\_

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

*(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:

**619 15th Ave**

**Franklin, NE 68939**

Address for giving notices:

**[Contractor address]**

Designated Representative:

Name: \_\_\_\_\_

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

Address: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

State: \_\_\_\_\_

EQUIPMENT ASSESSMENT CERTIFICATION

**BY REQUIREMENT OF NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING INFORMATION  
MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY EQUIPMENT ON  
ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.**

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on JEO Project No. 222242.00, except that acquired since the assessment date, has been assessed for taxation for the current year in \_\_\_\_\_ County.

---

Contractor \_\_\_\_\_

Authorized Official \_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Signature)*

Title \_\_\_\_\_

Date \_\_\_\_\_



**SECTION 00 55 00  
NOTICE TO PROCEED**

Owner: City of Franklin Owner's Project No.: \_\_\_\_\_  
Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 222242.00  
Contractor: [Full formal name of Contractor] Contractor's Project No.: \_\_\_\_\_  
Project: Franklin C & D Landfill  
Contract Name: Franklin C & D Landfill  
Effective Date of Contract: [Award Date]

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **30 days after issuance of Notice to Proceed** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The Work will be substantially complete on or before **April 1, 2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 1, 2027**.

There are no Milestones for this project.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: City of Franklin  
By *(signature)*: \_\_\_\_\_  
Name *(printed)*: Margaret Siel  
Title: Mayor  
Date Issued: \_\_\_\_\_  
Copy: Engineer



**SECTION 00 61 00  
PERFORMANCE BOND**

<p><b>Contractor</b></p> <p>Name: <b>[Full formal name of Contractor]</b></p> <p>Address <i>(principal place of business)</i>:  <b>[Address of Contractor's principal place of business]</b></p>	<p><b>Surety</b></p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b></p> <p>Name: <b>City of Franklin</b></p> <p>Mailing address <i>(principal place of business)</i>:  <b>619 15th Ave Franklin, NE 68939</b></p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:  <b>Franklin C &amp; D Landfill Franklin, Nebraska; JEO Project No. 222242.00</b></p> <p>Contract Price: <b>[Amount, from Contract]</b></p> <p>Effective Date of Contract: <b>[Award Date]</b></p>
<p><b>Bond</b></p> <p>Bond Amount:</p> <p>Date of Bond:</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<p>_____</p> <p><i>(Full formal name of Contractor)</i></p>	<p>_____</p> <p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

**SECTION 00 61 50  
PAYMENT BOND**

<p><b>Contractor</b></p> <p>Name: <b>[Full formal name of Contractor]</b></p> <p>Address <i>(principal place of business)</i>:  <b>[Address of Contractor's principal place of business]</b></p>	<p><b>Surety</b></p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b></p> <p>Name: <b>City of Franklin</b></p> <p>Mailing address <i>(principal place of business)</i>:  <b>619 15th Ave Franklin, NE 68939</b></p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:  <b>Franklin C &amp; D Landfill Franklin, Nebraska; JEO Project No. 222242.00</b></p> <p>Contract Price: <b>[Amount, from Contract]</b></p> <p>Effective Date of Contract: <b>[Award Date]</b></p>
<p><b>Bond</b></p> <p>Bond Amount:</p> <p>Date of Bond:</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SECTION 00 70 00  
STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

Prepared By



Endorsed By



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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
  - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
  - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
  - H. Contractor shall require:
    - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
    - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
  - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
  - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
  - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
  - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

#### B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**E. *Reductions in Payment by Owner***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**SECTION 00 73 00  
SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one paper copy of the fully executed agreement if the agreement is not signed electronically, or else the Contractor shall be furnished one copy in electronic portable document format (PDF) of the fully executed agreement. Additional printed copies will be furnished upon request, at the cost of reproduction.

### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

SC-2.04 Amend the last sentence of Paragraph 2.04.B. to read as follows:

Such individuals shall have the authority to transmit and receive information, and act as the point of contact on behalf of each respective party.

### 2.06 *Electronic Transmittals*

SC-2.06 Add a new paragraph immediately after Paragraph 2.06.C:

- D. The electronic transmittal protocol shall be the following:
1. Documents shall be transferred between Owner, Engineer and Contractor through the designated authorized representative, as determined at the preconstruction conference.
  2. If a web based, or other cloud based document transfer service is to be utilized for the Project, the Owner, Engineer and Contractor shall jointly determine the representatives for each party that may have access and specific authorizations within the document transfer service. If either party desires to make modifications to their representatives, and authorities of such, written notice shall be provided to all parties. The specifications shall designate which party is responsible for the cost of said service, if required.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

No suggested Supplementary Conditions in this Article.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01.A Delete the last sentence of paragraph.

**ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

## ARTICLE 6—BONDS AND INSURANCE

### 6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: None, unless listed here.
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	
Bodily injury by accident—each accident	\$500,000
Bodily injury by disease—aggregate	\$500,000
<b>Employer's Liability</b>	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	\$ 500,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident	\$1,000,000
<b>[or]</b>	
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

#### 6.04 *Builder's Risk and Other Property Insurance*

SC-6.04.A Delete paragraph 6.04.A in its entirety and insert the following in its place:

- A. **Builder's Risk:** Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, subcontractors, or others in the Work. Unless otherwise agreed in writing between Owner and Contractor, and until final completion of the Work and acceptance of the Work in accordance with paragraph 15.03 of the General Conditions, all risk of loss with no right of recovery against the Owner, Engineer, Engineer's consultants (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) will be borne by Contractor, subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage, each may purchase it and maintain it at the purchaser's own expense.

#### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

##### 7.05 *"Or Equals"*

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert "Deleted."

#### **ARTICLE 8—OTHER WORK AT THE SITE**

No suggested Supplementary Conditions in this Article.

#### **ARTICLE 9—OWNER'S RESPONSIBILITIES**

No suggested Supplementary Conditions in this Article.

#### **ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

##### 10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

#### **ARTICLE 11—CHANGES TO THE CONTRACT**

No suggested Supplementary Conditions in this Article.

#### **ARTICLE 12—CLAIMS**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *13.01 Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

### *13.03 Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

#### *E. Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to 15 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### *15.01 Progress Payments*

SC-15.01.B Amend paragraph 15.01.B.1 by striking out the following text: “At least 20 days before the date established in the agreement for each progress payment” and insert “At least 10 days before the date established in the agreement for consideration of each progress payment.”

SC-15.01.D Amend the first sentence of paragraph 15.01.D.1 by striking out the following text: “ten” and replacing it with “30”.

### *15.06 Final Payment*

SC-15.06.A.2 – Amend paragraph 15.06.A.2.e to read as follows:

- e. if requested by Owner, complete and legally effective releases and waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and the Liens filed in connection with the Work.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 18—MISCELLANEOUS**

SC-18.11 – Add new paragraph immediately after Paragraph 18.10:

### *18.11 Environmental Requirements*

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
  - 1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
  - 2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
  - 3. Historic Preservation – Any excavation by Contractor that uncovers a historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.
5. Mitigation Measures – The following environmental mitigation measures are required on this Project:
  - a. None.



**SECTION 01 10 00**  
**SPECIAL PROVISIONS**

**PART 1 - GENERAL**

These Special Provisions amend or supplement the following Specifications and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Special Provisions will have the meanings indicated in the Specifications and Contract Documents. Additional terms used in these Special Provisions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**1.01 PROJECT CONTACT**

- A. Owner's Primary Contact:
  - 1. Name: Barry Rubendall, Street Superintendent
  - 2. Address: 619 15<sup>th</sup> Avenue Franklin, NE 68939
  - 3. Phone Number: 308-425-6295
  - 4. Email: info@cityoffranklin.net
- B. Engineer's Primary Contact
  - 1. Name: Michael Schultes
  - 2. Address: 308 West 3rd Street #1, Grand Island, NE 68801
  - 3. Phone Number: 308.381.7428 Ext 1604
  - 4. Fax Number: 308.381.2635
  - 5. Cell Number: 402.469.0414
  - 6. Email: mschultes@jeo.com

**1.02 BID FORM**

- A. Bidders are required to bid Group A.

**1.03 CONTRACT DESCRIPTION**

- A. Contract type: One Contract for construction of Group A.

**1.04 CONTRACT DRAWINGS AND SPECIFICATIONS**

- A. The Drawings, Specifications, Proposal, Special Provisions, and all supplementary documents are intended to describe the complete work and are essential parts of the Contract. All requirements occurring in any of them are binding.
- B. In cases where there is a discrepancy in the contract documents.
  - 1. Written dimensions take precedence over scaled dimensions on Drawings.
  - 2. Larger scale Drawings take precedence over smaller scale Drawings.
  - 3. Section 01 10 00 – Special Provisions, take precedence over the Drawings.
  - 4. Section 01 10 00 – Special Provisions, take precedence over other Specification Sections.
- C. Referenced Sections:
  - 1. Any Specification Section that is referenced by another Specification Section and is not included in the project specifications (see table of contents for complete listing) shall not apply to this project.

01 10 00-1

- D. At least one copy of all Drawings and Specifications shall be maintained by Contractor at the project site and these shall be accessible at all times to Owner and Engineer.

#### **1.05 PERMITS**

- A. DWEE: The plans provided are part of a Major Modification Permit renewal with the Nebraska Department of Water, Energy, and Environment (DWEE). Contractor shall construct the proposed improvements in strict compliance to the layout shown on the plan sheets provided. Only the relevant sheets for the construction of the next phase of the C&D landfill are provided.
- B. NPDES: Due to the nature and area of this construction project, Owner is required to request discharge authorization for the stormwater discharge from the construction site under the General NPDES Permit Number NER210000. Owner has filed a NOI. A Stormwater Pollution Prevention Plan (SWPPP) for this project has been developed. It will be the responsibility of Contractor and all sub-Contractors to maintain the site according to the permit requirements and the SWPPP. A copy of the SWPPP is available from Engineer upon request, prior to bidding.
  - 1. During construction, Contractor will be responsible for inspecting the erosion control measures and record keeping per the requirements of the NPDES Permit duration of the project.
  - 2. Contractor shall post the Storm Water Pollution Prevention Plan (SWPPP) in a conspicuous place on the project site. This posting shall be available for public viewing during normal business hours and shall have the contact numbers for Contractor.
  - 3. Contractor shall be responsible for maintaining and controlling all erosion control devices throughout the duration of the project, in strict compliance with the conditions of the permit.
  - 4. Contractor shall conduct weekly reviews of the erosion control measures and make any repairs or adjustments necessary to satisfy the requirements of the permit.
  - 5. Contractor shall complete the required Storm Event Monitoring Reports after each rainfall event during the construction project.
  - 6. Copies of all reports, daily reports and forms recorded by Contractor shall be maintained on the site. A copy of these documents shall be provided to Owner through Engineer on a monthly basis, along with monthly Partial Pay Request. Pay requests will not be processed by Owner without copies of these documents.
  - 7. Contractor shall be responsible for removal and disposal of all temporary erosion control measures from the site after final stabilization measures are in place and satisfactory vegetation has been established.

#### **1.06 INCIDENTAL AND SUBSIDIARY ITEMS OF WORK**

- A. Any items or materials called for on the plans or in these Specifications that are not measured and paid for directly shall be considered incidental and subsidiary to other items of work for which direct payment is made.

#### **1.07 PROJECT CONDITIONS**

- A. Existing Utilities:
  - 1. There may be utilities in the vicinity of the proposed work.

2. Contractor shall notify the respective utility company(s) and/or “one-call notification center” before commencing work.
3. Neither Owner nor Engineer assumes any responsibility for utility locations being accurately shown, or not shown on the plans.
4. Any reference to utilities in the plans is approximate. Contractor shall verify the location of any existing utilities within the vicinity of the proposed work.
5. Contractor shall provide notification of intent to begin construction in advance to allow utility company(s) sufficient time to locate or relocate their utilities.
6. Once the location of the utility(s) has been staked, located or marked, it shall be Contractor’s responsibility to protect these stakes/markings. Any costs for restaking or remarking shall be Contractor’s expense.
7. Contractor shall avoid damaging any utility(s). Any such damage caused by Contractor, Contractor’s employees, subcontractors, suppliers or agents will be the responsibility of Contractor to repair at Contractor’s expense. No additional compensation will be allowed for protecting utility(s) or for repair of any damage caused by Contractor, Contractor’s employees, subcontractors, suppliers or agents.
8. Contractor shall coordinate utility relocation or reconstruction with the appropriate utility company.

**1.08 RIGHT-OF-WAY/EASEMENTS**

- A. The project shall be constructed within limited easements, right-of-way and property owned by Owner, as shown on the plans.
- B. Contractor shall confine all operations to areas within the limited easements, right-of-way and property owned by Owner, as shown on the plans.
- C. Areas outside of the limited easements, right-of-way and existing property owned by Owner, as shown on the plans, are not to be disturbed.
- D. Contractor shall exercise all reasonable care in any activities that are conducted in the areas of right of way and easement, to minimize damages to the property. Contractor’s attention is specifically called to any buildings, trees, fences, drainage structures and other miscellaneous appurtenances to the property.
- E. Contractor shall be solely and completely responsible for any damages caused by Contractor, Contractor’s employees, sub-Contractors, suppliers or agents to any areas outside of the limited easements, right-of-way and existing property owned by Owner, as shown on the plans.
- F. Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage site, access to the site, or temporary right-of-way, which may be required for proper completion of the work.
- G. Staging Area: Contractor is responsible for obtaining a site for storage of materials and equipment.

**1.09 SITE ADMINISTRATION**

- A. Contractor shall be responsible for all areas of the site used by him and by all Sub-Contractors in the performance of the work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of the property and existing facilities, except such controls as may be specifically reserved to Owner or

others. Contractor has the right to exclude from the site all persons who have no purpose related to the work or its inspection and may require all persons on the site (except Owner's employees) to observe the same regulations as he requires of his employees.

- B. Contractor may use the area within the limited easements, right-of-way and property owned by Owner, as shown on the plans, for storage and staging, but must not interfere with normal operations of Owner, without prior written approval from Owner.

**1.10 POWER**

- A. All power for lighting, construction use, operation of Contractor's plant or equipment, or for any other use by Contractor, shall be provided by Contractor at his sole cost and expense and shall be considered incidental and subsidiary to other items of work for which direct payment is made. No separate payments will be made for this work.

**1.11 EXISTING C&D LANDFILL DISPOSALS**

- A. Contractor shall work with the City to allow continued disposal of C&D waste at the site. Work shall be conducted in a manner that allows patrons to dispose of their C&D waste. If temporary disruptions are necessary, contractor shall provide an employee to direct patrons when they can proceed. Contractor may also provide or identify a temporary disposal site that can be used during certain parts of construction and the Contractor will then need to move the disposed debris into the C&D Landfill cell at the end of each day.

**PART 2 - PRODUCTS**

The following information in **PART 2 - PRODUCTS** is provided to identify specific product selections required for this project and/or to augment requirements of products that may be specified in later specification sections.

**2.01 SEEDING**

- A. Seed Mixture for all stock piled areas and areas disturbed during construction that are not within the area of the new C&D Landfill Disposal Area: 100 lbs/acre (drill seeded) of the following composition:

	<u>Percent of Mix</u>
Tall Fescue	45.00
Perennial Ryegrass	40.00
Cover Crop	15.00

**2.02 EARTHEN SOILS**

- A. The Contractor shall provide earthwork and grading as necessary to meet the site elevations shown on the Drawings.
- B. All earthwork shall be paid for under the lump sum bid price for site work and will not be measured separately.
- C. Stockpile locations for excess material shall be placed on-site at a location agreed upon by the Owner, Engineer, and Contractor prior to the commencement of work. Some preliminary stockpile areas are noted on the cover page of the plans. One area is the southeast corner of the site. Another area is southeast of the original landfill which is north of the tree line and near the east property line. The third area is to use the soil to cover the existing landfill. If soil is used to cover the existing landfill debris, it must be graded in accordance with the final cap plan sheet part of the plans. It would consist of a 30" thick clay layer and 6" of topsoil.

**PART 3 - EXECUTION**

**3.01 EROSION CONTROL**

- A. Contractor shall install erosion control measures are needed to ensure soil does not run off the site or into the natural creek running through the property. Double rows of silt fence, bail checks, or other approved measures will be needed during construction as shown on the plans near the northeast corner of the proposed C&D landfill disposal area. Additional control measures may be required depending on the construction methods utilized. Since most of the work in the disposal area is excavation, most soil should be able to be contained within the excavated area.
- B. Contractor shall also install silt fence around the stockpiled areas as needed to ensure runoff does not carry soil into the adjacent stream. Silt fence shall be placed on the downhill side of the stock pile area. Should the existing disposal area be used for a stockpile location over the existing debris and graded in accordance with the approved plans for the final cover, silt fence may or may not be needed in this area depending on the extend of soil and cover put in place.

**3.02 UNFAVORABLE CONSTRUCTION CONDITIONS**

- A. During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine operations to work, which will not be affected adversely by such conditions. No portion of the work shall be constructed under conditions, which would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the work in a proper and satisfactory manner.

**3.03 CONSTRUCTION STAKING**

- A. Refer to Section 00 73 00 - Supplementary Conditions, Paragraph SC-4.03.A.

**3.04 WATER**

- A. If water is required to provide the proper moisture content for compaction, the transportation and distribution of water shall be considered incidental and subsidiary to other items of work for which direct payment is made.
- B. All work associated with this shall not be measured and paid for directly but shall be considered incidental and subsidiary to other items of work for which direct payment is made. No separate payments will be made for this work.

**3.05 CLEANUP**

- A. Contractor shall take care to have a clean site during and after construction. Water shall be used as needed to keep the dust down and no construction should occur if the soil is too wet to be worked on.

**END OF SECTION**



**SECTION 01 20 00**  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in contract price and contract time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements
- B. Section 01 77 00 - Project Closeout

**1.03 SCHEDULE OF VALUES**

- A. Submit a printed schedule for projects or items bid as a lump sum.
- B. Revise schedule to list approved change orders with each application for payment.

**1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the agreement or arranged at preconstruction meeting.
- B. Present required information in typewritten form.
- C. Form: Provided by Engineer.
- D. Execute Contractor's certification by signature of authorized officer.
- E. Use data from approved schedule of values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- F. List each authorized change order as a separate line item, listing change order number and dollar amount as for an original item of work.
- G. Submit 4 copies of each application for payment to Engineer for review.
- H. Include the following with the application:
  - 1. Transmittal letter as specified for submittals in Section 01 30 00 - Administrative Requirements.
  - 2. Construction progress schedule, revised and current as specified in Section 01 30 00 - Administrative Requirements.
  - 3. Affidavits and invoices attesting to on and off-site stored materials.
- I. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide 1 copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

## 1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who shall be responsible for informing others in Contractor's or subcontractor's employ of changes to the work.
- B. Engineer shall advise of minor changes in the work not involving an adjustment to contract price or contract time as authorized by the conditions of the contract by issuing supplemental instructions on letter.
- C. Work Directive Change: Engineer may issue a document, signed by Owner, instructing Contractor to proceed with a change in the work for subsequent inclusion in a change order.
  - 1. The document shall describe changes in the work and shall designate method of determining any change in contract price or contract time.
  - 2. Promptly execute the change in work.
- D. Notice of Change: Engineer may issue a document which includes a detailed description of a proposed change with supplementary or revised drawings and specifications and a change in contract time for executing the change. Contractor shall prepare and submit an estimated price quotation within 7 days.
- E. Contractor may propose a change by submitting a request for change to Engineer, describing the proposed change and its full effect on the work, with a statement describing the reason for the change and the effect on the contract price and contract time with full documentation.
- F. Computation of Change in Contract Amount:
  - 1. For change requested by Engineer for work falling under a fixed price contract, the amount shall be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount shall be based on Contractor's request for a change order as approved by Engineer.
  - 3. For predetermined unit prices and quantities, the amount shall be based on the fixed unit prices.
- G. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide the following data:
    - a. Quantities of products, labor and equipment.
    - b. Taxes, insurance and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in contract time.
    - e. Credit for deletions from contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed and by whom.
    - c. Time records and wage rates paid.

- d. Invoices and receipts for products, equipment and subcontracts, similarly documented.
- H. Execution of Change Orders: Engineer shall issue change orders for signatures of parties as provided in the conditions of the contract.
- I. After execution of change order, promptly revise schedule of values and application for payment forms to record each authorized change order as a separate line item and adjust the contract price.
- J. Promptly revise progress schedules to reflect any change in contract time, revise sub-schedules to adjust times for other items of work affected by the change and resubmit.
- K. Promptly enter changes in project record documents.

**1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare application for final payment as specified for progress payments, identifying total adjusted contract price, previous payments and sum remaining due.
- B. Application for final payment shall not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 77 00 - Project Closeout.
  - 2. Walk through with Engineer and Owner.
  - 3. All punch list items completed.
  - 4. Acceptance signed. Full execution of the substantial completion, if not already executed.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01 22 00**  
**UNIT PRICES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to work performed under a unit price payment method or lump sum.
- B. Defect assessment and nonpayment for rejected work.

**1.02 COSTS INCLUDED**

- A. Unit prices and lump sum prices included on the bid form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the work; and overhead and profit.
- B. Where a following technical specification attached to this contract document identifies a measurement and payment on a unit price basis or other method and no item is specifically listed on the bid form, such work shall be considered incidental to the contract. Full compensation shall be considered paid in listed bid items and no separate payment shall be made for incidental items of work including items not specifically identified as bid items.

**1.03 UNIT QUANTITIES SPECIFIED**

- A. Quantities indicated in the bid form are for bidding and contract purposes only. Quantities and measurements of actual work shall determine the payment amount.

**1.04 MEASUREMENT OF QUANTITIES**

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities shall be verified by Engineer.
- C. Assist by providing necessary equipment, workers and survey personnel as required.
- D. Measurement Devices:
  - 1. Weigh Scales: Inspected, tested and certified by the applicable state weights and measures department within the past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - 3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.
- E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes shall be measured by handbook weights to the nearest pound. Welded assemblies shall be measured by handbook or scale weight.

- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness to the nearest cubic yard.
- G. Measurement by Area: Measured by square dimension using mean length and width or radius measured to the nearest square foot or square yard. Horizontal stationing along the centerline of alignments is based upon level line measurement and is used for measurement and payment.
- H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord measured to the nearest foot. Horizontal stationing along the centerline of alignments is based upon level line measurement and is used for measurement and payment.
- I. Lump Sum: For each described item. Includes materials, equipment, labor, products and incidentals to provide for a complete and functional system as described in the specifications.
- J. Established Quantity (EQ): Plan quantity not field measured.

#### **1.05 PAYMENT**

- A. Payment for work governed by unit prices shall be made on the basis of the actual measurements and quantities of work which is incorporated in or made necessary by the work and accepted by Engineer, multiplied by the unit sum/price.
- B. Payment shall not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required work.
  - 5. Products remaining on hand after completion of the work.
  - 6. Loading, hauling and disposing of rejected products.

#### **1.06 DEFECT ASSESSMENT**

- A. Replace work, or portions of the work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the work, Engineer shall direct one of the following remedies:
  - 1. The defective work may remain, but the unit sum/price shall be adjusted to a new sum/price at the discretion of Engineer and accepted by Owner.
  - 2. The defective work shall be partially repaired as per the instructions of Engineer; and the unit sum/price shall be adjusted to a new sum/price at the discretion of Engineer and accepted by Owner.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of Engineer to assess the defect and identify payment adjustment is final.

**PART 2 - PRODUCTS (NOT USED)**

**PART 2 - EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittal procedures.
- E. Submittal schedule.
- F. Shop drawings.
- G. Project data.
- H. Samples.
- I. Engineers Action.
- J. Manufacturer's instructions.

**1.02 PROJECT COORDINATION**

- A. Project Engineer: JEO Consulting Group, Inc.
- B. Cooperate with Owner and Engineer to determine the availability of staging areas for field offices, storage of materials, parking of equipment, etc.
- C. During construction, coordinate use of site and facilities through Owner and Engineer.
- D. Comply with Engineer's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of Owner and Engineer for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the project Engineer.
- G. Make the following types of submittals to Engineer:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.

9. Coordination drawings.
10. Closeout submittals.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.01 PRECONSTRUCTION MEETING**

- A. Engineer shall schedule a meeting after the contract documents are executed.
- B. Attendance Required:
  1. Owner.
  2. Engineer.
  3. Contractor.
  4. Subcontractors.
  5. Utilities.
- C. Agenda:
  1. Designation of project representatives for Owner, Engineer and Contractor.
  2. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, change orders and contract closeout procedures.
  3. Project scheduling.
  4. Scheduling activities of subcontractors.
  5. Review scope of project and project specific items.
  6. Review other miscellaneous items as needed.
- D. Record minutes and distribute copies after meeting to participants.

### **3.02 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work with a maximum of monthly intervals.
- B. Engineer shall make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner and Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems and decisions.
  4. Identification of problems which impede planned progress.
  5. Review of submittals schedule and status of submittals.

6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.
- E. Engineer shall record minutes and distribute copies within 2 days after meeting to participants, with 1 copy each to Owner, Contractor, participants and those affected by decisions made.

### **3.03 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after the effective date of the agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each application for payment.

### **3.04 SUBMITTAL PROCEDURES**

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

- a. Allow 2 weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer shall promptly advise Contractor when a submittal being processed must be delayed for coordination.
  - b. If an intermediate submittal is necessary, process the same as the initial submittal.
  - c. Allow 2 weeks for reprocessing each submittal.
  - d. No extension of contract time shall be authorized because of failure to transmit submittals to Engineer sufficiently in advance of the work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- 1. Provide a space to record Contractor's review and approval markings and the action taken.
  - 2. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Number and title of appropriate specification section.
    - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than Contractor shall be returned without action.
- D. Copies Required: If submitting hard copies, submit 6 copies for review unless otherwise noted in the Special Provisions. If submitted via electronic submittal, only 1 copy is required.

### **3.05 SUBMITTAL SCHEDULE**

- A. After development and acceptance of Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of Contractor's construction schedule.
- 1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products, as well as Contractor's construction schedule.
  - 2. Prepare the schedule in chronological order; include submittals required during the first 10 days of construction. Provide the following information:
    - a. Scheduled date for the first submittal.

- b. Related section number.
  - c. Submittal category.
  - d. Name of subcontractor.
  - e. Description of the part of the work covered.
  - f. Scheduled date for resubmittal.
  - g. Scheduled date Engineer's final release or approval.
- B. Distribution: Following response to initial submittal, print and distribute copies to Engineer, Owner, subcontractors and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
- 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

### **3.06 SHOP DRAWINGS**

- A. Submit newly prepared information drawn to accurate scale. Highlight, circle or otherwise indicate deviations from the contract documents. Do not reproduce contract documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the project is not considered shop drawings.
- B. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
- 1. Dimensions.
  - 2. Identification of products and materials included.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
  - 6. Sheet Size: Except for templates, patterns and similar full-size drawings, submit shop drawings on sheets formatted at least 8 1/2 inches x 11 inches but no larger than 24 inches x 36 inches. Electronic submittal is preferred.
  - 7. If submitting hard copies, submit 6 Black Line Prints: For review unless otherwise noted in the Special Provisions.
  - 8. One of the prints returned shall be marked up and maintained as a "record document".
  - 9. Do not use shop drawings without an appropriate final stamp indicating action taken in connection with construction.
- C. Coordination drawings are a special type of shop drawings that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.

1. Preparation of coordination drawings may include components previously shown in detail on shop drawings or product data.
2. Submit coordination drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

### **3.07 PRODUCT DATA**

- A. Collect product data into a single submittal for each element of construction or system. Product data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where product data must be specially prepared because standard printed data is not suitable for use, submit as "shop drawings".
  1. Mark each copy to show applicable choices and options. Where printed product data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with recognized trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  2. Do not submit product data until compliance with requirements of the contract documents has been confirmed.
  3. Submittals: If submitting via hard copies submit 4 copies of each required submittal; submit 4 hard copies where required for maintenance manuals. Engineer shall retain one and shall return the other marked with action taken and corrections or modifications required.
    - a. Unless noncompliance with contract document provisions is observed, the submittal may serve as the final submittal.
  4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators and others required for performance of construction activities. Show distribution on transmittal forms.
    - a. Do not proceed with installation until an applicable copy of product data applicable is in the installer's possession.
    - b. Do not permit use of unmarked copies of product data in connection with construction.

### **3.08 SAMPLES**

- A. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

1. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match Engineer's sample. Include the following:
    - a. Generic description of the sample.
    - b. Sample source.
    - c. Product name or name of manufacturer.
    - d. Compliance with recognized standards.
    - e. Availability and delivery time.
  2. Submit samples for review of kind, color, pattern and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3) that show approximate limits of the variations.
    - b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
  3. Preliminary Submittals: Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
    - a. Preliminary submittals shall be reviewed and returned with Engineer's mark indicating selection and other action.
  4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 4 sets; 1 shall be returned marked with the action taken.
  5. Maintain sets of samples, as returned, at the project site for quality comparisons throughout the course of construction.
    - a. Unless noncompliance with contract document provisions is observed, the submittal may serve as the final submittal.
    - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers and others as required for performance of the work. Show distribution on transmittal forms.
1. Field samples specified in individual sections are special types of samples. Field samples are full-size examples erected on-site to illustrate finishes, coatings or finish materials and to establish the standard by which the work will be judged.
    - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
- C. Compliance with specified characteristics is Contractor's responsibility.

### **3.09 ENGINEER'S ACTION**

- A. Review required submittals with reasonable promptness and in accordance with schedule, only for general conformance to design concept of project and compliance with information given in plans and specifications. Review shall not extend to means, methods, sequences, techniques, procedures of construction, safety precautions or programs incidental thereof. Review of a separate item as such shall not indicate approval of assembly in which item functions.
- B. Affix stamp and initials or signature and indicate requirements for resubmittal or review of submittal. Engineer's action on submittal is classified as follows:
  - 1. No Exceptions Taken: Submittal has been reviewed and appears to be in conformance with design concept of project and plans and specifications.
  - 2. Make Corrections Noted: Submittal has been reviewed and appears to be in conformance with design concept of project and plans and specifications, except as noted by Engineer.
  - 3.
  - 4. Amend and Resubmit: Submittal has been reviewed and appears not to be in conformance with design concept of project and plans and specifications. Contractor shall make corrections as required by Engineer and resubmit for review.
  - 5. Rejected - See Remarks: Submittal has not been reviewed because submittal is otherwise substantially contrary to design concept of project and plans and specifications. Contractor shall revise submittal to correct defects and resubmit for review.
  - 6. No action taken.
- C. Return submittals to Contractor.
- D. Engineer's review of submittals shall not relieve Contractor from responsibility for any deviations from plans and specifications unless Contractor has, in writing, called Engineer's attention to such deviation at time of submission, and Engineer has given written concurrence pursuant to plans and specifications to specific deviations; nor shall any concurrence by Engineer relieve Contractor from responsibility for errors or omissions in submittals.
- E. Installation, manufacture or fabrication of items prior to final approval is at Contractor's own risk.

### **3.10 MANUFACTURER'S INSTRUCTIONS**

- A. When required in individual specification section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and operation in quantities specified for product data.

**END OF SECTION**





**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals - qualifications and reports.
- B. References and standards.
- C. Testing and inspection agencies.
- D. Control of installation.
- E. Tolerances.
- F. Testing and inspection.
- G. Manufacturers field service.
- H. Defect assessment.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Special Provisions *(if included and referenced herein)*
- B. Section 32 13 13 – Portland Cement Concrete *(if included and referenced herein)*
- C. Section 03 30 00 – Cast in Place Concrete *(if included and referenced herein)*

**1.03 SUBMITTALS - QUALIFICATIONS AND REPORTS**

- A. Testing Agency Qualifications:
  - 1. Prior to start of work, submit testing agency name, address and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of testing agency laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- B. Design Data: Submit for Engineer's knowledge as contract administrator or Owner for the limited purpose of assessing conformance with the design concept expressed in the contract documents.
- C. Test Reports: After each test/inspection, promptly submit 2 copies of report to Engineer.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specification section.
    - f. Location in the project.
    - g. Type of test/inspection.

- h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with contract documents.
    - k. When requested by Engineer, provide interpretation of results.
  - 2. Test reports are submitted for Engineer's knowledge as contract administrator for the limited purpose of assessing conformance with the design concept expressed in the contract documents and for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Engineer in quantities specified for product data.
  - 1. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing for Owner's information. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Engineer's benefit as contract administrator and for Owner's information.
  - 1. Submit report in duplicate within 15 days of observation to Engineer for information.
  - 2. Submit information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- G. Erection Drawings: Submit drawings for Engineer's benefit as contract administrator and for Owner's information.
  - 1. Submit for information and for the limited purpose of assessing conformance with the information given and the design concept expressed in the contract documents.
  - 2. Data indicating inappropriate or unacceptable work may be subject to action by Engineer or Owner.

#### **1.04 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the project manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of contract documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.

- D. Maintain copy at project site during submittals, planning and progress of the specific work until project acceptance.
- E. Should specified reference standards conflict with contract documents, request clarification from Engineer before proceeding.
- F. Neither the contractual relationships nor the duties or responsibilities of the parties in contract or those of Engineer shall be altered from the contract documents by mention inference or otherwise in any reference document.
- G. Should plans conflict with specifications or other contract documents, request clarification from Engineer before proceeding.

#### **1.05 TESTING AND INSPECTION AGENCIES**

- A. As indicated in the Section 01 10 00 - Special Provisions or individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform specified testing.
- B. Employment of an independent testing agency in no way relieves Contractor of obligation to perform work in accordance with requirements of contract documents.
- C. Owner Employed Agency:
  - 1. Owner shall employ a certified testing agency to test concrete for air content, slump and make cylinders for and perform compressive strength testing. Test frequency as indicated in Section 32 13 13 – Portland Cement Concrete or Section 03 30 00 – Cast in Place Concrete, as applicable.
  - 2. Owner shall employ a certified testing agency to test the asphalt for uniformity of the mix and conformity to the mix design. Owner shall employ a certified testing agency to collect and test asphalt core samples.
  - 3. Owner shall employ a certified testing agency for trench, fill and subgrade sampling and testing, and as noted in individual specification sections
  - 4. All costs (including testing and other evaluations) related to the determination of defective work shall be the responsibility of the Contractor, if said work is found to be defective.
  - 5. Retesting of failed tests and testing to identify a failed area shall be paid for by Contractor.

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION**

##### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of specified quality.
- B. Comply with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with contract documents, request clarification from Engineer before proceeding.

- D. Comply with specified standards as minimum quality for the work, except where more stringent tolerances, codes and specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion and disfigurement.
- H. The Contractor shall be responsible for the protection, care, and upkeep of the work, all associated storage sites, and other areas used to execute the contract.
  - 1. The Contractor shall take every precaution against injury or damage to the work due to the weather or from any other cause.
  - 2. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to the work due to any cause before final acceptance at no additional cost.

### **3.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with contract documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions, position before securing products in place.

### **3.03 TESTING AND INSPECTION**

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
  - 1. Test samples of materials and mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
  - 3. Perform specified sampling and testing of materials, products and mixes in accordance with specified standards.
  - 4. Ascertain compliance of materials, products and mixes with requirements of contract documents.
  - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of work or products.
  - 6. Perform additional tests and inspections required by Engineer.
  - 7. Attend preconstruction meetings and progress meetings.
  - 8. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:

1. Agency may not release, revoke, alter or enlarge on requirements of contract documents.
  2. Agency may not approve or accept any portion of the work.
  3. Agency may not assume any duties of Contractor.
  4. Agency has no authority to stop the work.
- D. Contractor's Responsibilities:
1. Deliver to agency at designated location adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
  2. Cooperate with testing agency personnel and provide access to the work.
  3. Provide incidental labor and facilities.
    - a. To provide access to work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Engineer and testing agency 48 hours prior to expected time for operations requiring testing/inspection services.
- E. Retesting required because of nonconformance to specified requirements shall be performed by the same agency on instructions by Engineer. Payment for retesting shall be paid for by the Contractor.

### **3.04 MANUFACTURER'S FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; test, adjust and balance of equipment as applicable; and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations.
  1. Observer subject to approval of Engineer.
  2. Observer subject to approval of Owner.
- C. Report to Engineer observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

### **3.05 DEFECT ASSESSMENT**

- A. Replace work or portions of the work not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the work, Engineer shall direct an appropriate remedy or adjust payment.

**END OF SECTION**



**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Barriers.
- D. Fencing.
- E. Security.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification.
- I. Removal of utilities, facilities and controls.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Special Provisions *(if included and referenced herein)*

**1.03 TEMPORARY UTILITIES**

- A. Provide and pay for all electrical power, lighting, water, heating and cooling and ventilation required for construction purposes.
- B. Existing facilities may be used subject to the Owner's approval.
- C. New permanent facilities may not be used.

**1.04 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted unless approved by Owner.
- C. New permanent facilities may not be used during construction operations.
- D. Maintain daily in clean and sanitary condition.
- E. At end of construction, return facilities to same or better condition as originally found.

**1.05 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect nonowned vehicular traffic, stored materials, site and structures from damage.

**1.06 FENCING**

- A. Construction: See Section 01 10 00 - Special Provisions.

**1.07 SECURITY**

- A. Provide security and facilities to protect work, existing facilities and Owner's operations from unauthorized entry, vandalism or theft.

**1.08 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering public right-of-way.
- D. Designated, existing on-site roads may be used for construction traffic.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- F. Existing parking areas may be used for construction parking subject to Owner's approval.
- G. Do not allow vehicle parking on existing pavement without Owner's approval.

**1.09 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Dispose of waste off-site periodically.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**1.10 PROJECT IDENTIFICATION**

- A. Provide project identification sign of design and construction if indicated in the drawings or Section 01 10 00 - Special Provisions.
- B. Erect on site at location indicated.
- C. No other signs are allowed without Owner's permission, except those required by law.

**1.11 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities and materials prior to recommendation of acceptance inspection.
- B. Remove underground installations to a minimum depth of 3 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**PART 2 - PART 2 - PRODUCTS (NOT USED)**

**PART 3 - PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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**SECTION 01 55 00**  
**TRAFFIC CONTROL AND BARRICADING**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This section describes various materials, equipment and procedures involved in traffic control and barricading during construction.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 52 00 - Agreement Between Owner and Contractor For Construction Contract (Stipulated Price)
- B. Section 01 10 00 - Special Provisions *(if included and referenced herein)*
- C. Section 01 20 00 - Price and Payment Procedures
- D. Section 01 22 00 - Unit Prices
- E. Section 01 40 00 - Quality Requirements

**1.03 REFERENCE STANDARDS**

- A. ASTM C4956 - Standard Specification for Retroreflective Sheeting for Traffic Control; 2019.
- B. FHWA MUTCD - Manual on Uniform Traffic Control Devices; 2023.
- C. NCHRP Report 350 - National Cooperative Highway Research Program; Latest.
- D. Department of Transportation Standard Specifications of the State where the project is located, latest revision, including all current supplemental specifications.

**1.04 PRICE AND PAYMENT PROCEDURES**

- A. Section 00 52 00 - Agreement Between Owner and Contractor For Construction Contract (Stipulated Price), Article 5 is the basis for contract price and payment.
- B. See Section 01 20 00 - Price and Payment Procedures for procedural instructions.
- C. See Section 01 22 00 - Unit Prices for general requirements relating to unit-priced and lump sum items.
- D. Specific guidance for items specified within this Section are as identified below.
  - 1. Traffic Control and Barricading:
    - a. Includes:
      - (1) Erecting, maintaining, moving and removing all traffic control devices required by the contract documents, including warning lights and for furnishing all materials, labor and equipment. All traffic control and barricading devices furnished by Contractor shall remain Contractor's property at the completion of the work and shall be removed from the site when no longer needed.
    - b. Method of Measurement and Pay Unit:

- (1) When there is a contract pay item for traffic control and barricading, Contractor shall be paid either the lump sum contract price or at the contract unit prices reflected in the Bid Form.
- (2) If traffic control and barricading is not a bid item it shall be incidental to other items on the project.

#### **1.05 RESPONSIBILITIES**

- A. Contractor and the contracting authority have certain responsibilities whether public traffic is allowed or is prohibited during construction.
- B. Contractor shall furnish, erect, operate, maintain, move and remove all traffic control and barricading devices required by the contract documents.
- C. All traffic control and barricading shall be in accordance with the current edition of the FHWA MUTCD (Manual on Uniform Traffic Control Devices) and latest revisions.

#### **1.06 TRAFFIC CONTROL DEVICES**

- A. All Category I traffic control and barricading devices used on projects shall meet NCHRP Report 350. Category I devices are defined as low mass, single-piece traffic cones, tubular markers, single-piece drums and delineators. No lights or signs may be attached to these devices in order for them to meet the Category I limitations. Category I devices shall be self-certified by the vendor. It shall be the responsibility of the vendor of the device to determine if the device meets the evaluation criteria of NCHRP Report 350.
- B. All Category II traffic control devices purchased for use on projects shall meet NCHRP Report 350. Category II devices are defined as vertical panels, Type II and Type III barricades; moveable skid mounted sign stands and barrels with reflected signs or lights attached. Type III barricades with attached signs used on all projects shall meet NCHRP Report 350. A searchable database of Safety Hardware Eligibility Letters, confirming Category II traffic control devices have undergone and met NCHRP Report 350 or MASH testing, can be found at the following URL:  
<https://highways.dot.gov/safety/RwD/reduce-crash-severity/hardware-eligibility-letters>
- C. Traffic control devices shall also meet suitability and acceptance by the Department of Transportation of the State in which the project is located.

#### **1.07 MONITORING**

- A. Contractor shall provide 24 hour per day continuous monitoring of traffic control and barricading devices.
- B. Assistance to motorists and involvement with obstructions shall continue until they are no longer an impediment to traffic and further assistance can be provided safely by others.
- C. When a vehicle or anything else is obstructing a travel lane or shoulder intended to be clear, the operator shall assist the motorist or remove the obstruction promptly and safely. If further assistance is needed, it is to be summoned.

- D. The operator shall keep a report of any events that restrict the normal traffic flow during complex operations.
- E. A copy of this report shall be provided to Engineer daily.
- F. Contractor shall perform the following quality control work associated with monitoring and documenting traffic control and barricading conditions daily as the project is constructed:
  - 1. Review all traffic control operations and maintain a project traffic control daily diary, which shall be submitted to Engineer and shall become a part of the contracting authority's project records. The diary shall include:
    - a. All reviews of traffic control devices and operations.
    - b. Approved changes to traffic control.
    - c. Incidentals affecting the efficiency and safety of traffic.
    - d. Coordinate all traffic control operations, including those of subcontractors and suppliers.

## **1.08 SIGNS**

- A. Signs shall utilize retro reflective sheeting. Reflective sheeting shall meet the requirements of ASTM D4956, including supplementary requirements, except when modified in the contract documents or this specification.
- B. Reflective sheeting shall be uniform in color and reflectivity. In a single sign or traffic control device, variations in color or reflectivity noticeable at a distance of 50 feet or more, under daytime or nighttime lighting conditions, shall be cause for rejection of the sign.
- C. Signs for traffic control and construction zones in duration for 4 calendar days or more shall be mounted on fixed posts.
- D. Signs for traffic control and construction zones in duration for less than 4 calendar days may be mounted on moveable skids or fixed posts.
- E. Fixed, post-mounted signs shall have the sign sheeting applied to rigid wood or metal and shall be mounted at a height of at least 7 feet, measured from the bottom of the sign to the near edge of the pavement. A secondary sign on the same post may be mounted 1 foot lower than specified above. Post-mounted signs shall have a clear distance 2 feet behind a curb or beyond the edge of the shoulder.
- F. Moveable skid mounted signs shall use flexible roll-up sheeting or other skid mounted sign systems that meet NCHRP Report 350 requirements. Moveable skid mounted signs shall be mounted at a height of at least 1 foot above the roadway.
- G. Mounting devices shall not be so substantial as to be a hazard to vehicles.
  - 1. Wood sign supports are allowed.
  - 2. U-shaped rail steel posts not exceeding 3.0 pounds per foot are allowed.
  - 3. Dual-post and triple-post configurations using these sign supports are acceptable provided that no more than 2 posts occupy any 8-foot wide path. Bracing of these posts shall not be permitted. Posts exceeding these requirements shall have breakaway features approved by Engineer.

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- H. Signs shall be in a condition so they are effective for the intended purposes when viewed from a vehicle. For nighttime installations, the reflectance shall be adequate so that the message is clearly readable. Signs shall be maintained in a near vertical position.

**1.09 CHANNELIZING DEVICES**

- A. Channelizing devices shall utilize reflective sheeting.

**1.10 BARRICADES**

- A. Type II barricades shall be used for all pavement surfaces on interstate and multilane roadways, which include travel lanes, intersections, ramps, acceleration and deceleration lanes, crossovers and shoulders.
- B. At locations other than on interstate and multilane divided roadways, Type II barricades may be used. Type II barricades shall have a minimum length of rail of 2 feet.
- C. When Type II barricades are furnished as one of the options for channelizing devices in lieu of vertical panels, cones or drums, a 2 foot minimum length barricade may be used.
- D. Type III barricades shall be used where specifically required. They shall have a minimum length of rail of 4 feet. When used as a shoulder barricade, the minimum barricade is acceptable. Unless otherwise shown in the contract documents, other Type III barricades shall have a minimum effective length of rail of 8 feet, including locations where the barricades are staggered to permit construction or local traffic. Barricades of the minimum length may be used, side by side and rigidly fastened together by bolting or other approved methods, to make this effective length.
- E. When traffic is permitted in each direction around a Type III barricade, the Type III barricade used shall have fully reflectorized faces on both sides of the rails.
- F. Barricades shall be erected in essentially a horizontal position perpendicular to the direction of approaching traffic. When placed on the traveled way or shoulder, they shall be ballasted with sandbags placed so as not to cover any striped rail.

**1.11 CONES, VERTICAL PANELS, DRUMS AND TUBULAR MARKERS**

- A. Cones, vertical panels, drums and tubular markers shall meet the current requirements of the FHWA MUTCD, latest revision.
- B. When used to separate two-way traffic, temporary no passing lines shall be separated by approximately 16 inches with the marker to be installed between these lines.
- C. Tubular markers shall be between 28 inches and 34 inches in height with a diameter facing traffic at least 2 inches in width. Tubular markers shall be completely faced with reflectorized white and orange sheeting. The white reflectorized sheeting shall be in 2 bands 4 inches wide with 6 inches between bands. The top band shall be no more than 2 inches from the top of the tubular marker.

**1.12 FLAGGERS**

- A. A. Flaggers shall be trained about safe flagging operations that comply with Department of Roads or Transportation Flaggers Handbook, Part VI of the FHWA MUTCD and the standard specifications prior to flagging operations. Training of flaggers shall include the following:
  - 1. Issue and review the current Flaggers Handbook.

2. Presentation of the current professional flagging video.
  3. Issue flagger training card, which shall include the following:
    - a. Employee name.
    - b. Date of training.
    - c. Name of instructor.
    - d. Expiration date of December 31 of the year following the training date.
    - e. Flaggers shall carry their flagger training card at all times and show it upon request.
  4. Contractor shall maintain a list of flaggers trained and the date of the training.
- B. Training shall not be required for short time, emergency or relief assignment of employees to flagging operations.
  - C. Except in an emergency, flaggers shall use signs as specified in the current edition of the FHWA MUTCD, Part VI, except the signs shall be at least 24 inches wide. The sign shall be mounted on a staff with a clear distance of 6 feet above the road surface.
  - D. To be visible to traffic while flagging, flaggers shall wear a soft cap or a hard hat and a vest, shirt or jacket. The colors of these articles of dress shall be orange or strong yellow-green or fluorescent versions of these colors. Combinations of these colors are acceptable.

### **1.13 LIMITATIONS**

- A. All traffic control and barricading devices subject to movement by wind shall be anchored by sandbags.
- B. When a two-way road is open to public traffic during contract work, one-way traffic shall not be controlled through the work area by means of a carry through flag or other token, except during equipment failure or emergency. When voice or signal communication between flaggers at control points is difficult or not effective because of distance, sight or noise, other means shall be used. These may be two-way radios, pilot cars or traffic signals. When the normal work area exceeds 1/4 mile on projects, pilot cars shall be used; however, where necessary for short durations, the distance may be extended to 1/2 mile for better sight distance or to clear intersections or other safety considerations with approval of Engineer, provided a two-way radio is used for communication between flaggers.
- C. During nonworking hours, traffic control and barricading devices intended for working hours only shall be removed, covered or turned down. When traffic control devices are no longer needed, they shall be removed.
- D. During daylight hours, workers exposed to traffic in or adjacent to traffic lanes should wear a vest, shirt or jacket equal to that required for flaggers.
- E. At night, workers shall wear clothing that is similar in color to that required for flaggers and is retro reflective to be highly visible to drivers. The retro reflective clothing shall be designed to identify clearly the wearer as a person and shall be visible through the full ranges of body actions.

- F. Engineer may require traffic control and barricading devices to be recleaned by washing. The device shall be washed with a brush and water and with detergent or solvent as necessary. Washing shall include a supplemental or auxiliary sign, if any, the entire target area or sign face, all reflectors, and faces of warning lights which are part of that device.
- G. Entry to and exit from work areas shall be in the direction of public traffic and shall not cross open traffic lanes at other than designated locations. During hours of darkness, Contractor shall operate equipment in the traffic control zone facing in the direction of traffic flow unless otherwise specified in the traffic control plan. Darkness shall include the period from sunset to sunrise and other times when conditions such as fog, snow, sleet or rain provide insufficient lighting to clearly identify persons and vehicles on the highway at a distance of 500 feet ahead.
- H. Unless otherwise stated in the traffic control plan, Contractor shall provide for a minimum of 2 miles between traffic control zones on rural roadways. Minimum distances between traffic control zones on urban roadways shall be at the direction of Engineer.

**PART 2 - PART 2 - PRODUCTS (NOT USED)**

**PART 3 - PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Spare parts and maintenance materials.

**1.02 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use with name of manufacturer, trade name and model number of each product.
  - 1. Submit within 10 days of the effective date of the agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturer's standard data to provide information specific to this project.
- C. Shop Drawing Submittals: Prepared specifically for this project; marked up drawings will not be acceptable.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures and patterns.
- E. Indicate utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.

**PART 2 - PRODUCTS**

**2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the contract documents.
- B. Existing materials and equipment indicated to be removed, but not to be reused, relocated, reinstalled, delivered to Owner, or otherwise indicated as to remain the property of Owner, become the property of Contractor and shall be removed from project site.

**2.02 NEW PRODUCTS**

- A. Provide interchangeable components of the same manufacturer for components being replaced.

## **2.03 PRODUCT OPTIONS**

- A. Products specified by reference standards or by description only. Use any product meeting those standards or description.
- B. Products specified by naming one or more manufacturers. Use a product of one of the manufacturers named and meeting specifications; no options or substitutions allowed.
- C. Products specified by naming one or more manufacturers with a provision for substitutions. Submit a request for substitution for any manufacturer not named.

## **2.04 SPARE PARTS AND MAINTENANCE PRODUCTS**

- A. Provide spare parts, maintenance and extra products of types and in quantities specified in individual specification sections.
- B. Deliver to project site; obtain receipt prior to final payment.

## **PART 3 - EXECUTION**

### **3.01 SUBSTITUTION PROCEDURES**

- A. No substitutions will be considered prior to receipt of bids unless written request for approval has been received by Engineer at least 10 days prior to the date for receipt of bids. Substitution requests shall be submitted by the bidder or supplier.
- B. After an award of a contract, if Contractor chooses to make a substitution for items specified and that are available, Contractor shall identify an amount to be deducted from the bid price. Cost of substitution review shall be reimbursed to Owner and Engineer as per Article 7, Section 7.05.D, of the Standard General Conditions of the Construction Contract.
- C. Document each request with complete data substantiating compliance of proposed substitution with contract documents.
- D. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse Owner and Engineer for review or redesign services associated with reapproval by authorities/consultants.
- E. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request or when acceptance will require revision to the contract documents.
- F. Substitution Submittal Procedure:
  - 1. Submit to Engineer 3 copies of Form 01 60 00 Material/Equipment Substitution Request Form Prior to Letting or Form 01 60 00-A Material/Equipment

01 60 00-2

Substitution Request Form After Execution of Contract, whichever is applicable, for consideration. Limit each request to one proposed substitution.

2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
3. Engineer shall notify Contractor in writing of decision to accept or reject request.

### **3.02 CONTRACTOR SUBSTITUTIONS FOR APPROVED MAJOR EQUIPMENT**

- A. Bidder shall indicate all proposed substitutions by listing in writing the substitute equipment or supplier and the addition or deduction to the base bid lump sum price for the proposed substitute item.
- B. Contractor may propose only one substitution for each item. No further substitutions will be considered.
- C. No proposed substitution for an item of approved major equipment shall be considered unless, in the opinion of Engineer or Owner, it conforms to the requirements of the contract drawings and specifications in all major respects, except for make, manufacturer or other minor details.
- D. Proposed Contractor substitutions shall be deemed as equal if the substitute is the same or better quality than the product or equipment specified under the base bid in terms of its function, performance, reliability, quality and general configuration.
- E. Required substitution data shall include:
  1. Product Identification:
    - a. Manufacturer's name.
    - b. Telephone number and representative contact name.
    - c. Specification section or drawing reference number of originally specified product.
  2. Manufacturer's literature clearly marked to show compliance of proposed product with contract documents.
  3. Itemized comparison of original and proposed product addressing product characteristics including, but not limited to:
    - a. Size.
    - b. Composition or materials of construction.
    - c. Weight.
    - d. Electrical or mechanical requirements.
  4. Product Experience:
    - a. Location of past projects utilizing product.
    - b. Name and telephone number of persons associated with referenced projects concerning proposed product.
    - c. Available field data and reports associated with proposed product.
  5. Data relating to changes in construction schedule.
  6. Data relating to changes in cost.

7. Samples:
    - a. At request of Engineer.
    - b. Full size if requested by Engineer.
    - c. Engineer not responsible for loss or damage to samples.
  8. Data and drawing information shall be specifically prepared for this project. Sales catalog cuts or marked up drawings from previous projects are not acceptable.
- F. The design and preparation of these drawings and specifications are based on products and equipment specified under base bid. Bidder or Contractor shall be responsible for any and all changes necessary to accommodate the substitute items, including the costs for:
1. Redesign.
  2. Revision of construction documents.
  3. Additional construction administration.

### **3.03 TRANSPORTATION AND HANDLING**

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturer's instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Prevent contact with material that may cause corrosion, discoloration or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**





**ENGINEER USE ONLY**

Date Received \_\_\_\_\_

**MATERIAL/EQUIPMENT SUBSTITUTION REQUEST FORM PRIOR TO LETTING**

This form to be submitted with supporting data.

Project Description/Title \_\_\_\_\_ JEO Project No. \_\_\_\_\_

Date of Letting \_\_\_\_\_ Date of Submittal \_\_\_\_\_

Reference Specification and Section \_\_\_\_\_

Name of Bidder Submitting Substitution Request \_\_\_\_\_

Reason for Substitution Request \_\_\_\_\_

Is specified material or equipment available?  Yes  No

Has bidder procured plans and specifications from JEO Consulting Group, Inc.?  Yes  No

Has bidder reviewed instructions to bidders, general conditions and supplemental conditions regarding procedures for substitute or "or-equal" materials and equipment?  Yes  No

The contract, if awarded, will be on the basis of materials and equipment specified or described in the bidding documents, or those substitute or "or-equal" materials and equipment approved by Engineer and identified by addendum. The materials and equipment described in the bidding documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment shall be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by bidder and has been received by Engineer (submittal time and requirements as specified) prior to the date for receipt of bids. Each such request shall conform to requirements of the general conditions, supplemental conditions and instructions to bidders. The burden of proof of the merit of the proposed item is upon bidder. Engineer's decision of approval or disapproval of a proposed item shall be final. If Engineer approves any proposed item, such approval shall be set forth in an addendum issued to all prospective bidders. Bidders shall not rely upon approvals made in any other manner.

APPROVED:  Yes  No

REVIEWER: \_\_\_\_\_

Signature

DATE: \_\_\_\_\_





**ENGINEER USE ONLY**

Date Received \_\_\_\_\_

**MATERIAL/EQUIPMENT SUBSTITUTION REQUEST FORM AFTER EXECUTION OF CONTRACT**

This form to be submitted with Contractor's supporting data.

Project Description/Title \_\_\_\_\_ JEO Project No. \_\_\_\_\_

Date of Letting \_\_\_\_\_ Date of Submittal \_\_\_\_\_

Reference Specification and Section \_\_\_\_\_

Contractor Submitting Substitution Request \_\_\_\_\_

Reason for Substitution Request \_\_\_\_\_

Is specified material or equipment available?  Yes  No

Has Contractor reviewed general conditions, supplemental conditions and other specified material/equipment submittal requirements regarding procedures for substitute or "equivalent" materials and equipment?  Yes  No

What cost savings will be experienced by Owner with this substitution? \$ \_\_\_\_\_

Contractor agrees to reimburse Owner for Engineer's review of substitution request if specified equipment is available?  Yes  No

Substitution requests will not be considered that are submitted by subcontractors or suppliers. The contract was awarded on the basis of materials and equipment specified or described in the contract documents, or those substitute or "or-equal" materials and equipment approved by Engineer and identified by addendum. The materials and equipment described in the contract documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment shall be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Contractor and has been received by Engineer (submittal time and requirements as specified). Each such request shall conform to requirements of the general and supplemental conditions and any other material/equipment submittal requirements. The burden of proof of the merit of the proposed item is upon Contractor. Engineer's decision of approval or disapproval of a proposed item shall be final. If Engineer approves any proposed item, such approval shall be set forth in written notification to Contractor. Contractor shall not rely upon approvals made in any other manner.

APPROVED:  Yes  No

REVIEWER: \_\_\_\_\_

Signature

DATE: \_\_\_\_\_



**SECTION 01 70 00**  
**EXECUTION REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation and general installation procedures.
- B. Preinstallation meetings.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner's personnel.

**1.02 PROJECT CONDITIONS**

- A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Protect site from ponding or running water. Provide barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity and to prevent accumulation of dust, fumes, vapors or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent airborne dust from dispersing into atmosphere.
- E. Erosion and Sediment Control: Plan and execute construction by methods to control surface drainage from cuts and fills and from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, bale checks, silt fence, etc. to prevent erosion.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
  - 5. Contractor is responsible to furnish and install any and all the measures necessary to control erosion, whether it is a pay item or not.
- F. Noise Control: Provide methods, means and facilities to minimize noise produced by construction operations.
- G. Pollution Control: Provide methods, means and facilities to prevent contamination of soil, water and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

- H. Pest Control: Provide methods, means and facilities to prevent pest and insects from damaging work.
- I. Rodent Control: Provide methods, means and facilities to prevent rodents from accessing or invading premises.

### **1.03 COORDINATION**

- A. Coordinate scheduling, submittals and work of the various sections of the project manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies about proposed construction and coordinate with their requirements.
- C. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to and placing in service such equipment.
- D. Coordinate space requirements, supports and installation of mechanical and electrical work which are indicated diagrammatically in the drawings. Follow routing shown for pipes, ducts and conduit as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.
- E. Coordinate completion and cleanup of work of separate sections.

## **PART 2 - PRODUCTS**

### **2.01 NOT USED**

## **PART 3 - EXECUTION**

### **3.01 GENERAL REQUIREMENTS IN THE ABSENCE OF SPECIFIC REQUIREMENTS**

- A. In the absence of more specific and expanded requirements described in subsequent technical specification sections, the following paragraphs describing general execution requirements shall apply to the contract.

### **3.02 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.
- C. Control datum for survey may be indicated in the drawings.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

1. Site improvements, including pavements; stakes for grading, fill and topsoil placement; and utility locations, slopes and invert elevations.
  2. Grid or axis for structures.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

### **3.03 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris and rubbish from site periodically and dispose off-site.

### **3.04 PROTECTION OF INSTALLED WORK**

- A. Protect installed work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic from landscaped areas.
- D. Limiting Exposure: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period, no matter what the cause. Where applicable, such exposures include, but are not limited to, the following:
  1. Excessive static or dynamic loading.
  2. Excessively high or low temperatures.
  3. Excessively high or low humidity.
  4. Water or ice.
  5. Heavy traffic.
  6. Soiling, staining and corrosion.
  7. Unusual wear or other misuse.
  8. Excessive weathering.
  9. Unprotected storage.
  10. Improper shipping or handling.
  11. Theft.
  12. Vandalism.

### **3.05 STARTING SYSTEMS**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Engineer and Owner 7 days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence and for conditions that may cause damage.
- D. Verify tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturer's instructions.
- G. When specified in individual specification sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.06 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of final inspection.
- B. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance and shutdown of each item of equipment.
- C. Provide a qualified manufacturer's representative who is knowledgeable about the project to perform demonstration and instruction of Owner's personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

### **3.07 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.08 FINAL CLEANING**

- A. Execute final cleaning after items have been completed but before making final application for payment.
  - 1. Clean areas to be occupied by Owner prior to final completion and/or before Owner's occupancy.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned, as recommended by the manufacturer of the equipment and/or fixtures.

- C. Clean filters, if reusable, or provide new for operating equipment.
- D. Clean site, sweep paved areas and rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish and construction facilities from the site.

**3.09 MAINTENANCE SERVICE**

- A. Furnish service and maintenance of components indicated in specification sections during the warranty period.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust and lubricate as required.
- C. Include systematic examination, adjustment and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of Owner.

**END OF SECTION**



**SECTION 01 71 13**  
**MOBILIZATION AND DEMOBILIZATION**

**PART 1 - GENERAL**

**1.01 SCOPE**

- A. The work shall consist of the mobilization and demobilization of Contractor's forces and equipment necessary for performing the work required under the contract.
- B. This work shall not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract.
- C. Mobilization shall not be considered as work in fulfilling the contract requirement for commencement of work.
- D. The work shall consist of providing all required contract bonding and insurance required under the contract.

**1.02 UNIT PRICES - MEASUREMENT AND PAYMENT**

- A. No measurement will be made.
- B. Mobilization: A lump sum amount that includes all items described in this section. The costs for insurance and bonds may be included in Mobilization if a separate bid item for insurance and bonds is not provided.
  - 1. The partial payment for any Mobilization item will be limited to an amount not to exceed 10 percent (10%) of the total amount bid, including mobilization, for the group in which the Mobilization occurs. In the event the lump sum bid for "Mobilization" exceeds 10 percent (10%) of the total group amount; the difference (remainder) will not be paid until Owner has accepted the Project.
  - 2. Subject to the limitations stated in Paragraph 1 of this subsection, when the contract documents provide a separate bid item for Mobilization, progress payments for mobilization shall be made as follows:
    - a. When 5 percent (5%) of the original contract sum for the contract or a specific Group has been earned, excluding Mobilization, the first 25 percent (25%) of the contract or that Group's Mobilization amount will be paid, subject to the limitations stated in Paragraph 1 of this subsection.
    - b. When 10 percent (10%) of the original contract sum for the contract or a specific Group has been earned, excluding Mobilization, the second 25 percent 25% (bringing the total payments to 50%) of the contract or that Group's Mobilization amount will be paid, subject to the limitations stated in Paragraph 1 of this subsection.
    - c. When 50 percent (50%) of the original contract sum for the contractor or a specific Group has been earned, excluding Mobilization, the second 50 percent 50% (bringing the total payments to 100%) of the contract or that Group's Mobilization amount will be paid, subject to the limitations stated in Paragraph 1 of this subsection.

- d. Upon completion of all work on the project required by the contract, and acceptance by Owner, full payment will be made for mobilization, including any amount not paid as a progress payment.
    3. When "Mobilization" is not shown as a separate pay item in the bid form, the work described in this section shall be considered incidental and subsidiary to all other items of work within the contract for which direct payment is made and no separate payments will be made for Mobilization.
  - C. Insurance and Bonds: A lump sum amount that includes the costs of Contract Bond(s) and all insurance premiums.
    1. Payment for any Insurance and Bonds bid item will be allowed following contract execution and Owner will pay up to 100 percent (100%) of the bid item for that Group's Insurance and Bonds amount.
    2. When "Insurance and Bonds" is not shown as a separate pay item, it shall be included in the "Mobilization" bid item. If neither "Insurance and Bonds" or "Mobilization" are shown as separate bid items, the work described in this section shall be considered subsidiary to other pay items in the contract.

### **1.03 EQUIPMENT AND MATERIALS**

- A. Mobilization shall include all activities and costs for transportation of personnel, equipment and operating supplies to the site; establishment of offices, buildings and other necessary facilities for Contractor's operations at the site; and premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable.
- B. Demobilization shall include all activities and costs for transportation of personnel, equipment and supplies not included in the contract from the site, including the disassembly, removal and site cleanup of offices, buildings and other facilities assembled on the site for this contract. No separate payment will be made for demobilization.
- C. This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted or added items of work for which Contractor is entitled to an adjustment in contract price, compensation for such costs shall be included in the price adjustment for the item or items or work changed or added.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 77 00**  
**PROJECT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including general and supplementary conditions and other specification sections, apply to this section.

**1.02 SUMMARY**

- A. This section specifies administrative and procedural requirements for project closeout including, but not limited to:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate sections.

**1.03 PRIOR TO FINAL ACCEPTANCE**

- A. Preliminary Procedures: Before requesting the substantial completion, complete the following.
  - 1. If 100 percent of project completion has not been achieved, include a list of incomplete items, the value of incomplete construction and reasons the work is not complete.
  - 2. Inform Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - 4. Obtain and submit releases enabling Owner unrestricted use of the work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
  - 5. Submit extra stock as specified in individual specification sections.
  - 6. The final date the substantial completion is signed by both Owner and Contractor is the initiation date for Contractor's 1-year warranty.
- B. Inspection Procedures: On receipt of a request for inspection, Engineer shall either proceed with inspection or advise Contractor of unfilled requirements. Engineer shall advise Contractor of construction that must be completed or corrected before the substantial completion will be issued.
  - 1. Engineer shall repeat inspection when requested and assured that the work has been completed.

2. Results of the completed inspection shall form the basis of requirements for final acceptance.

#### **1.04 FINAL ACCEPTANCE**

- A. Preliminary Procedures: Before requesting final inspection for substantial completion and final payment, complete the following. List exceptions in the request.
  1. Submit record drawings, maintenance manuals, property survey and similar final record information.
  2. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  3. Submit an updated final statement, accounting for final additional changes to the contract sum.
  4. Submit a certified copy of Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by Engineer.
  5. Submit consent of surety with the application for final payment, if requested by the Owner.
  6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  7. Submit an affidavit stating that, to the best of Contractor's knowledge, asbestos was not used in the manufacture and fabrication of products and materials used in conjunction with the project.
  8. Submit signed and completed punch list documents to Engineer.
- B. Reinspection Procedure: Engineer shall reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items where completion has been delayed because of circumstances acceptable to Engineer.
  1. Upon completion of reinspection, Engineer shall prepare the substantial completion, or advise Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance of the project.

#### **1.05 RECORD DOCUMENT SUBMITTALS**

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; and provide access to record documents for Engineer's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white prints of contract drawings and shop drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
  2. Mark new information and/or design changes that were not shown on contract drawings or shop drawings.
  3. Note related change order numbers where applicable.
  4. Organize record drawing sheets into manageable sets; bind with durable paper cover sheets; and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain 1 complete copy of the project manual, including addenda, and 1 copy of other written construction documents, such as change orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and product data.
1. Upon completion of the work, submit record specifications to Engineer for Owner's records.
- D. Record Product Data: Maintain 1 copy of each product data submittal. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation. Note related change orders and markup of record drawings and specifications.
1. Upon completion of markup, submit complete set of record product data to Engineer for Owner's records.
- E. Extra Stock Submitted: Immediately prior to the date or dates of substantial completion, Contractor shall meet at the site with Engineer and Owner's personnel to transmit extra stock to Owner for storage purposes. Comply with delivery of Owner's storage area.
- F. Miscellaneous Record Submittals: Refer to other specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Engineer for Owner's records.

#### **1.06 OPERATION AND MAINTENANCE MANUAL SUBMITTAL**

- A. Maintenance Manuals: Organize operating and maintenance data into 3 sets of manageable size. Bind properly indexed data in individual heavy-duty, 3-inch, 3-ring vinyl-covered binders complete with tab sections and table of contents, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions.

2. Spare parts list.
3. Copies of warranties.
4. Wiring diagrams.
5. Recommend “turn around” cycles.
6. Inspection procedures.
7. Shop drawings and product data.
8. Equipment cards for all equipment furnished on project.
9. List of subcontractors and material suppliers.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.01 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  1. Provide copies to Engineer and Owner.
- B. Notify Engineer when work is considered ready for final/partial inspection.
- C. Submit written certification that contract documents have been reviewed, work has been inspected and that work is complete in accordance with contract documents and ready for Engineer’s review.
- D. Owner shall occupy all of the site or facilities as indicated in the plans or as directed by Owner and Engineer.
- E. Correct items of work listed in executed punch list documents and comply with requirements for access to Owner occupied areas.
- F. Notify Engineer and Owner when work is considered 100 percent complete.
- G. Complete items of work determined by Engineer’s final inspection.
- H. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet Owner’s personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer’s representatives. Include a detailed review of the following items:
  1. Maintenance manuals.
  2. Record documents.
  3. Spare parts and materials.
  4. Tools.
  5. Identification systems.
  6. Control sequences.
  7. Hazards.
  8. Cleaning.

9. Warranties and bonds.
  10. Maintenance agreements and similar continuing commitments.
  11. Equipment cards.
  12. Lubricants and fuels.
- I. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up.
  2. Shutdown.
  3. Emergency operations.
  4. Noise and vibration adjustments.
  5. Safety procedures.
  6. Economy and efficiency adjustments.
  7. Effective energy utilization.

### **3.02 FINAL CLEANING**

- A. General: General cleaning during construction is required by the general conditions and included in Section 01 50 00 - Temporary Facilities.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
1. Complete the following cleaning operations before requesting inspection for substantial completion.
    - a. Remove labels that are not permanent labels.
    - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean.
    - d. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful or dangerous materials

into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

1. Wipe surfaces of mechanical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition.
2. Wipe surfaces of electrical equipment. Clean light fixtures and lamps.
3. Where extra materials of value remaining after completion of associated work have become Owner's property, arrange for disposition of these materials as directed by Engineer/Owner.

**END OF SECTION**

**SECTION 31 10 00**  
**SITE CLEARING**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. General:
  - 1. Remove surface debris.
  - 2. Removal of vegetation and sod.
  - 3. Remove trees, shrubs and other plants.
  - 4. Remove root system of trees and shrubs.
  - 5. Disposal.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 52 00 – Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
- B. Section 01 10 00 – Special Provisions
- C. Section 01 20 00 - Price and Payment Procedures
- D. Section 01 22 00 - Unit Prices
- E. Section 01 40 00 - Quality Requirements
- F. Section 31 23 23 - Fill and Backfill

**1.03 REFERENCE STANDARDS**

- A. Department of Transportation Standard Specifications of the State where the project is located, latest revision, including all current supplemental specifications.

**1.04 PRICE AND PAYMENT PROCEDURES**

- A. Section 00 52 00 - Agreement Between Owner and Contractor For Construction Contract (Stipulated Price), Article 5 is the basis for contract price and payment.
- B. See Section 01 20 00 - Price and Payment Procedures for procedural instructions.
- C. See Section 01 22 00 - Unit Prices for general requirements relating to unit-priced and lump sum items.
- D. Specific guidance for items specified within this Section are as identified below.
  - 1. General Clearing and Grubbing:
    - a. Includes:
      - (1) Clearing: Removal and disposal of all unwanted material from the surface, such as trees/stumps vegetation, boulders and trash.
      - (2) Grubbing: Removal and disposal of all unwanted materials from underground, such as boulders, stumps, roots or other debris.

- (3) Backfill: Backfill required to fill cavities as a result of any removal shall be included in the cost of the clearing and grubbing.
  - b. Method of Measurement and Pay Unit: By the lump sum.
- 2. Tree and/or Stump Removal:
  - a. Includes:
    - (1) Trees and stumps (including root ball) that the circumference exceeds 80 inches at 40 inches above ground level (or the circumference exceeds 80 inches at ground level if stump only).
    - (2) Backfill required to fill cavities as a result of the removals shall be included in the cost of the removal.
  - b. Method of Measurement and Pay Unit: By each tree/stump removed.

### **1.05 QUALITY CONTROL**

- A. Provide quality work and conduct quality control procedures in compliance with the requirements contained herein and in accordance with Section 01 40 00 - Quality Requirements.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

- A. See Section 31 23 23 – Fill and Backfill for material specifications.

## **PART 3 – EXECUTION**

### **3.01 PROJECT CONDITIONS**

- A. Conform to local, state, and federal regulations for disposal of debris.
- B. Contractor shall obtain, at Contractor's own expense, all permits or licenses for the use and maintaining of dumps and waste areas.
- C. Conform to local, state, and federal regulations for preparation and implementation of erosion control plan.
- D. Conform to applicable regulations relating to environmental requirements, disposal of debris, use of herbicides and hazardous materials.
- E. Coordinate clearing work with utility Owners.
- F. Protect utilities to remain from damage.
- G. Protect trees, plants, amenities and other features designated to remain as final landscaping.
- H. Protect benchmarks, survey control points and existing structures from damage or displacement.

### **3.02 PREPARATION**

- A. Locate and identify utilities to remain. Tag utilities to be removed.
- B. Verify that existing plants designated to remain are tagged or identified.
- C. Tag existing plants designated to remain.

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- D. Identify a waste area/salvage area for placing removed materials.

### **3.03 CLEARING**

- A. Clear areas required for access to site and execution of work.
- B. Remove trees, shrubs and stumps within limits of construction (LOC).
- C. Remove roots to a depth of 36 inches.
- D. Clear undergrowth and deadwood without disturbing subsoil.
- E. Remove existing sod or vegetation.

### **3.04 REMOVAL**

- A. Remove surface rock.
- B. Remove debris from site.

### **3.05 SALVAGED MATERIALS**

- A. Carefully remove, load, transport, unload, and store materials and items designated as salvage.
- B. Reinstall salvage material and items as shown in the plans.
- C. Disposition of materials identified as salvage to Owner, but not designated for reinstallation, shall be coordinated with the Owner.

### **3.06 DISPOSAL**

- A. Remove waste material from project site promptly as it is generated by construction operations; do not permit to accumulate. Unless directed, do not remove topsoil from the site.
- B. Remove brush, trees, stumps, roots, rubbish, spoil, excess excavated material and material not suitable for backfill to off-site location of Contractor's choice, cost to be incidental to the removal.
- C. Disposal areas shall be Contractor's responsibility unless otherwise identified in the Drawings or indicated in Section 01 10 00 - Special Provisions.
- D. Grade final cover to allow for positive surface drainage.
- E. Haul Routes:
  - 1. Determine haul roads with approval of agency having jurisdiction over proposed roadway.
  - 2. Make condition survey of haul roads prior to use and document with necessary photographs and written descriptions.
  - 3. Keep reasonably free from dirt, dust, mud and other debris from construction operations.
  - 4. Clean a minimum of twice a week.
  - 5. Repair any damaged haul roads to match existing conditions before use.
  - 6. No extra payment shall be made for removals regardless of disposal locations.

7. Temporary haul routes (roads) developed by the Contractor shall be completely removed at the completion of the project and the area returned to its original condition. The cost of temporary haul routes shall be incidental to the cost of the project.

**END OF SECTION**

**SECTION 31 22 00**  
**GRADING, EXCAVATION AND EMBANKMENT**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Removal, storage, and placement of topsoil.
- B. Rough grading for site improvements.
- C. Building, Shaping, Excavation and/or Embankment for:
  - 1. Building volume below grade, footings, pile caps, site structures, box culverts, and general grading and fills.
  - 2. Roadbeds, subgrades, shoulders, bridge approaches and private entrances.
  - 3. Slopes, dikes, channels and ditches needed for drainage.
  - 4. Stripping of all unsuitable materials.
  - 5. Obtaining soils from off-site borrow pit.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 52 00 - Agreement Between Owner and Contractor For Construction Contract (Stipulated Price)
- B. Section 01 10 00 - Special Provisions
- C. Section 01 20 00 - Price and Payment Procedures
- D. Section 01 22 00 - Unit Prices
- E. Section 01 40 00 - Quality Requirements
- F. Section 31 23 23 – Fill and Backfill

**1.03 REFERENCE STANDARDS**

- A. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop 2022, with Errata .
- B. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)) 2012 (Reapproved 2021).
- C. ASTM D1556/D1556M - Biosafety in Microbiological and Biomedical Laboratories, 5th Edition 2009.
- D. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)) 2012 (Reapproved 2021).
- E. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method 2015.
- F. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth) 2023.

- G. Department of Transportation Standard Specifications of the State where the project is located, latest revision, including all current supplemental specifications.

**1.04 PRICE AND PAYMENT PROCEDURES**

- A. Section 00 52 00 - Agreement Between Owner and Contractor For Construction Contract (Stipulated Price), Article 5 is the basis for contract price and payment.
- B. See Section 01 20 00 - Price and Payment Procedures for procedural instructions.
- C. See Section 01 22 00 - Unit Prices for general requirements relating to unit-priced and lump sum items.
- D. Specific guidance for items specified within this Section are as identified below.

- 1. Topsoil:

- a. Includes:

- (1) Excavating existing topsoil, stockpiling, scarifying substrate surface, supplying, placing topsoil where required and compacting.

- b. Method of Measurement and Pay Unit:

- (1) Work may be considered subsidiary to bid item "Earthwork as Excavation" and/ or "Earthwork as Embankment" or work may be paid for as "Topsoiling" per cubic yard or as specified in the Bid Form.
    - (2) If paid for by a volumetric unit price, measurement will be of topsoil stripped, salvaged, supplied (if required), and spread, and will be computed on the basis of a uniform 6 inch finished thickness, or as specified.
    - (3) If paid for by an area unit price, measurement will be of topsoil stripped, salvaged, supplied (if required), and spread, and will be computed on the basis of the area to which a uniform 6 inch finished thickness is applied, or as specified.
    - (4) The loading, hauling and disposal of surplus material at a site of the contractor's choice is considered subsidiary to excavating existing topsoil.

- 2. Earthwork as Excavation:

- a. Includes:

- (1) Excavation, placing where required, compacting soils to the elevations shown in the drawings including soil water content adjustment (increasing or decreasing) to achieve required in-place compaction and any protective measures required during execution.

- b. Method of Measurement and Pay Unit:

- (1) Payment may be made by Established Quantity OR per Cubic Yard (CY). If paid for per cubic yard, measurement shall be based on a post construction survey or other agreed upon method of measurement between Engineer and Contractor.

- (2) If paid by Established Quantity, plan quantity(s) not field measured upon completion of project,
- (3) The loading, hauling and disposal of surplus material at a site of the contractor's choice is considered subsidiary.

E. Earthwork as Embankment:

a. Includes:

- (1) Excavation, supplying, placing where required, compacting soils to the elevations shown in the drawings including soil water content adjustment (increasing or decreasing) to achieve required in-place compaction and any protective measures required during execution.

b. Method of Measurement and Pay Unit:

- (1) Payment may be made by Established Quantity OR per Cubic Yard (CY). If paid for per cubic yard, measurement shall be based on a post construction survey or other agreed upon method of measurement between Engineer and Contractor.
- (2) If paid by Established Quantity, plan quantity not field measured upon completion of project.
- (3) Contractor may be required to furnish borrow material – See Drawings and or Section 01 10 00 – Special Provisions.
- (4) No Additional Compensation for:
  - (a) Additional material required to obtain compaction.
  - (b) Material placed outside of limit of typical cross section.
  - (c) Material placed to correct settlement of embankment.
  - (d) Water applied to increase moisture content or methods required to remove soil moisture to obtain compaction.

F. Unsuitable Materials:

a. Includes:

- (1) Excavating materials which are determined by Engineer to be unsuitable, loading and removal of unsuitable material from site, and furnish and backfill with materials specified by Engineer.

b. Method of Measurement and Pay Unit:

- (1) Payment will be made by the Cubic Yard (CY), as measured in place.

**1.05 SUBMITTALS**

- A. Project Record Documents: Contractor shall accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.
- B. Samples: 60-pound samples of each type of fill. Submit in airtight containers to testing laboratory unless samples are to be acquired by the testing agency.
- C. Materials Sources: Submit the name of imported materials source.

- D. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used.
- E. Compaction density test reports.

#### **1.06 QUALITY CONTROL**

- A. Provide quality work and conduct quality control procedures in compliance with State Standard Specifications and the requirements contained herein, or as specified in Section 01 10 00 – Special Provisions, and in accordance with Section 01 40 00 - Quality Requirements.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS**

- A. See Section 31 23 23 – Fill and Backfill for material specifications.
- B. Water required for grading is Contractor's responsibility. The cost of furnishing water will not be a direct pay item, unless specified otherwise, but is to be included in other items for which payment is made.

### **PART 3 - EXECUTION**

#### **3.01 PROJECT CONDITIONS**

- A. Protect above and below-grade utilities that remain.
- B. Protect plants, lawns, rock outcroppings, amenities and other features to remain as a portion of final landscaping.
- C. Protect benchmarks, survey control points, existing structure, fences, sidewalks, paving, curbs, batter boards and amenities from excavating equipment and vehicular traffic.

#### **3.02 EXAMINATION**

- A. Verify that survey benchmark and intended elevations for the work are as indicated.

#### **3.03 PREPARATION**

- A. Identify required lines, levels, contours and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify and protect utilities that remain from damage.
- D. Notify utility owner to remove and relocate utilities when relocation is required.
- E. Implement erosion control plan.

#### **3.04 EXCAVATING**

- A. Underpin adjacent structures which may be damaged by excavating work.
- B. Excavate to accommodate new structures.
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- D. Slope bank of excavations deeper than 3 feet to angle of repose or less until shored.
- E. Do not interfere with 45 degree bearing splay of foundations.

- F. Cut utility trenches wide enough to allow inspection of installed utilities.
- G. Trim excavations to specified requirements. This may require manual, non-mechanical digging methods. Remove loose materials.
- H. Remove lumped subsoil, boulders and rock.
- I. Correct areas that are over-excavated and load-bearing surfaces that are disturbed.
- J. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- K. Remove excavated material that is unsuitable for reuse from site.
- L. Remove excess excavated material from site.

### **3.05 ROUGH GRADING**

- A. Remove topsoil within the limits of construction (LOC) without mixing with foreign materials and stockpile. Minimum depth of topsoil removal shall be 6 inches unless otherwise noted in the drawings.
- B. Do not remove topsoil when wet.
- C. Remove subsoil from areas to be further excavated, relandscaped or regraded.
- D. Do not remove wet subsoil unless it is subsequently processed to obtain optimum moisture content.
- E. When excavating through roots, perform work by hand and cut roots with sharp axe.
- F. Benching Slopes: Horizontally bench existing slopes greater than 1 foot vertical rise in 4 feet to key fill material to slope for firm bearing.
- G. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.
- H. Employ a compaction method that achieves the specified density requirements.
- I. Maximum lift shall be 9 inches loose, or as directed in the Geotechnical Report when provided.
- J. Employ a placement method that does not disturb or damage other work.
- K. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- L. Prewatering, if required, shall be defined and paid as described within Section 01 10 00 - Special Provisions.
- M. Maintain optimum moisture content of fill materials to attain required compaction density. See Section 01 10 00 -Special Provisions and the Geotechnical Report when provided.
- N. Granular Fill: Place and compact materials in equal, continuous layers not exceeding 6 inches compacted depth or as indicated in the Geotechnical Report.
- O. Maintain Roadbed in Such Condition That:
  - 1. Roadbed drains at all times.
  - 2. Side ditches are constructed to avoid damage to embankments by erosion.
  - 3. Slopes are trimmed accurately.

4. Avoid loosening material below or outside of the required slopes, remove all breakage and slides.
5. Excavate side ditches as shown in the drawings.
6. Finished roadway matches the lines, grades and cross sections shown in the drawings.

### **3.06 SOIL REMOVAL AND STOCKPILING**

- A. Stockpile topsoil to be reused on site. Remainder to be removed from site and disposed of at a location of the contractor's choice, unless otherwise identified in the Drawings or indicated in Section 01 10 00 – Special Provisions.
- B. Stockpile subsoil to be reused on site. Remainder to be removed from site and disposed of at a location of the contractor's choice, unless otherwise identified in the Drawings or indicated in Section 01 10 00 – Special Provisions.
- C. Stockpiles: Use areas designated; protect from erosion.

### **3.07 FINISH GRADING**

- A. Before Finish Grading:
  1. Verify building and trench backfilling have been inspected.
  2. Verify subgrade has been contoured and compacted.
- B. Remove debris, roots, branches and stones in excess of 1 inch in size.
- C. Where topsoil is to be placed, scarify surface to depth of 6 inches.
- D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 6 inches.
- E. Place topsoil in areas where seeding, sodding and planting are indicated.
- F. Place topsoil to the following compacted thicknesses:
  1. Areas to be Seeded with Grass: 6 inches.
  2. Areas to be Sodded: 4 inches.
  3. Shrub Beds: 8 inches.
  4. Flower Beds: 2 inches.
  5. Planter Boxes: To within 3 inches of box trim.
- G. Place topsoil during dry weather.
- H. Remove roots, weeds, rocks and foreign material while spreading.
- I. Near trees, shrubs and buildings, spread topsoil manually to prevent damage.
- J. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
- K. Areas identified to be covered by sod shall be held to no more than 2 inches below the proposed final grade or as coordinated with the sod supplier and installer.

### **3.08 HAUL ROUTES**

- A. Determine haul roads with approval of agency having jurisdiction over proposed roadway.
- B. Make condition survey of haul roads prior to use and document with necessary photographs and written descriptions.
- C. Keep reasonably free from dirt, dust, mud and other debris from construction operations.
- D. Clean a minimum of twice a week.
- E. Repair any damaged haul roads to match existing conditions before use.
- F. No extra payment shall be made for removals regardless of disposal locations.
- G. Temporary haul routes (roads) developed by the Contractor shall be completely removed at the completion of the project and the area returned to its original condition. The cost of temporary haul routes shall be incidental to the cost of the project.

### **3.09 TOLERANCES**

- A. Top Surface of Finish Grade and/or Subgrade: Plus or minus 0.08 feet from required elevation.

### **3.10 FIELD QUALITY CONTROL**

- A. Compaction density testing shall be performed on compacted fill in accordance with ASTM D1556/D1556M, ASTM D2167, or ASTM D6938.
- B. Results shall be evaluated in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 "standard proctor", ASTM D1557 "modified proctor" or AASHTO T 180.
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- D. Frequency of Tests:
  - 1. Test randomly unless otherwise directed by Section 01 10 00 – Specials Provisions and/or the Geotechnical Report when provided.
  - 2. Under Paving, Slabs-on-Grade and Similar Construction, or as directed by Engineer: A minimum of 1 test for each lift of 0 to 2 feet in depth per 100' x 100' area or as determined by Engineer.
- E. Proof roll compacted fill at surfaces that will be under slabs-on-grade, pavers and paving. Proof roll shall be witnessed by Engineer. Contractor shall provide a vehicle, driver and materials for proof rolling.
  - 1. Unless otherwise specified herein, or governed by more stringent local criteria, proof rolling shall comply with the following:
    - a. Vehicle for Proof Roll shall achieve a minimum of 20,000 lbs on a single axle drive axle or 36,000 lbs on a tandem axle.
    - b. Proof Roll shall cover the entirety of the proposed fill area and under the entirety of the proposed paving, pavers or slab-on-grade areas.
    - c. Operate trucks at less than 10 mph.
    - d. Make multiple passes for every lane.

- e. The subgrade will be considered unstable if, under the operation of the loaded truck, the surface shows yielding (soil wave in front of the loaded tires) or rutting of more than 1-1/2 inches, measured from the top to the bottom of the rut at the outside edges using a 10-foot straightedge.

### **3.11 CLEANING AND PROTECTION**

- A. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Remove unused stockpiled topsoil and subsoil. After removing all stockpiles, grade areas to prevent standing water. Maintain drainage away from buildings and structures at a 2 percent grade or as indicated on the drawings.
- D. Leave site clean and raked, ready to seed, sod or landscape.

**END OF SECTION**

**SECTION 32 92 19**  
**SEEDING**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Preparation of seedbed.
- B. Placing topsoil.
- C. Seeding, mulching and fertilizer.
- D. Hydroseeding.
- E. Maintenance.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 52 00 - Agreement Between Owner and Contractor For Construction Contract (Stipulated Price)
- B. Section 01 10 00 - Special Provisions *(if included and referenced herein)*
- C. Section 01 20 00 - Price and Payment Procedures
- D. Section 01 22 00 - Unit Prices
- E. Section 01 40 00 - Quality Requirements
- F. Section 31 22 00 – Grading, Excavation and Embankment

**1.03 REFERENCE STANDARDS**

- A. Not Used.

**1.04 PRICE AND PAYMENT PROCEDURES**

- A. Section 00 52 00 - Agreement Between Owner and Contractor For Construction Contract (Stipulated Price), Article 5 is the basis for contract price and payment.
- B. See Section 01 20 00 - Price and Payment Procedures for procedural instructions.
- C. See Section 01 22 00 - Unit Prices for general requirements relating to unit-priced and lump sum items.
- D. Specific guidance for items specified within this Section are as identified below.
  - 1. Seeding:
    - a. Includes:
      - (1) Furnishing and applying fertilizer; furnishing and sowing seed; furnishing and applying mulch materials; preparation of the seedbed; and for all materials, labor, equipment, tools and incidentals necessary to complete the work.
    - b. Method of Measurement and Pay Unit:
      - (1) The work of seeding shall be a per acre, lump sum or as shown in the Bid Form for surfaces seeded in accordance with these specifications. The quantity of completed and accepted work

32 92 19-1

measured as provided herein shall be paid for at the contract price for the item "seeding".

**1.05 SUBMITTALS**

- A. Submit from an established seed dealer or grower the certified "blue tag" for each container of seed. This tag will show percentage by weight, percentage of purity, germination and weed seed for each grass, legume and cereal crop stating botanical and common name of each species as specified.

**1.06 REGULATORY REQUIREMENTS**

- A. Comply with regulatory agencies for seed and fertilizer.

**1.07 DELIVERY, STORAGE AND HANDLING**

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging and location of packaging.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis and name of manufacturer.

**1.08 MAINTENANCE**

- A. Maintain seeded areas immediately after placement until grass/seed mix is well established and exhibits a vigorous growing condition.
- B. Fill washouts and areas of erosion with topsoil. Contractor is responsible for any and all erosion control measures necessary for the establishment of the specified seed material.
- C. Maintain erosion control.
- D.

**1.09 QUALITY CONTROL**

- A. Provide quality work and conduct quality control procedures in compliance with the requirements contained herein or as specified in Section 01 10 00 – Special Provisions, and in accordance with Section 01 40 00 - Quality Requirements.

**PART 2 - PRODUCTS**

**2.01 FERTILIZER**

- A. Fertilizer shall be a standard commercial inorganic product containing nitrogen, available phosphoric acid and soluble potash in a recognized plant food form. This fertilizer shall be either suspendable or soluble in water.
- B. All fertilizer shall comply with the provisions of the State and Local Regulations, with subsequent amendments or revisions thereto. Under these regulations, each brand and grade of commercial fertilizer must be registered. Each container of commercial fertilizer shall have placed on or affixed to the container, in written or printed form, the net weight and the following additional information:
  - 1. The name and address of the person guaranteeing the fertilizing.
  - 2. The brand and grade.

3. The guaranteed analysis showing the minimum percentage of plant food claimed in the following order and form:
  - a. Total nitrogen - percent.
  - b. Available phosphoric acid (P<sub>2</sub>O<sub>5</sub>) - percent.
  - c. Soluble potash (K<sub>2</sub>O) - percent.
  - d. If distributed in bulk, a written or printed statement of the weight and preceding information shall accompany delivery and be supplied to Engineer.
- C. Any grade or mixture of grades of nitrogen and phosphoric acid fertilizer may be used providing the proportions of the minimum rate of application per acre in accordance with the specifications or as directed by Engineer are met.
- D. Fertilizer shall be furnished and delivered in standard bags or bulk.
- E. Rate of application of commercial inorganic fertilizer shall be 200 pounds/acre of 18-46-0, recommended by seed supplier or shown in Section 01 10 00 – Special Provisions.

## **2.02 SEED MIXTURE**

- A. All seeds shall comply with applicable state and federal seed laws.
- B. The seed shall comply with the specified requirements and shall be applied at the rate shown. All seeds shall be certified blue tag. A certified blue tag and analysis tag shall be on every bag.
- C. Seed mixture: See Section 01 10 00 – Special Provisions for seed mixture.

## **2.03 WATER**

- A. Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that the prepared soil base is ready to receive the work of this section.
- B. Contractor shall notify Engineer at least 48 hours in advance of the intended time to begin work and shall not proceed with such work until permission to do so has been granted by Engineer.

### **3.02 PREPARATION**

- A. Prepare subgrade and topsoil in accordance with Section 31 22 00 – Grading, Excavation and Embankment.
- B. Remove foreign materials, plants, roots, stones and debris from site. Do not bury foreign material.
- C. Remove contaminated soil.
- D. The finish grading must be approved by Engineer before seeding operations begin.

### **3.03 FERTILIZING**

- A. Apply fertilizer at the rate specified.

- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at the same time or with the same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer, if required.

### **3.04 SEEDING**

- A. The seedbed shall be prepared by loosening the soil to a depth of not less than 2 inches by discing, harrowing, raking or by other approved means. Several discings, harrowings or similar means may be required to provide a satisfactory seedbed. Discing, harrowing and raking shall be longitudinal on all slopes.
- B. Existing weed stubble and small weeds shall be cut and partially incorporated into the soil during the seedbed preparation work. All other growth of vegetation that will interfere with seeding operations shall be removed. Extreme care shall be exercised to avoid injury to trees and shrubs that have not been designated by Engineer to be removed.
- C. For seeding, approved mechanical power-drawn drills shall be used. Mechanical power-drawn drills shall have depth bands set to maintain a planting depth of 1/2 to 1 inch.
- D. Apply seed at the rate specified evenly in 2 intersecting directions. Rake in lightly.
- E. Planting Season: Seeding operations shall be performed only during the periods March 1 to June 30 and August 1 to December 1.
- F. Do not sow immediately following rain, when ground is too dry or frozen, or during windy periods.
- G. Apply water with fine spray immediately after each area has been sown.

### **3.05 HYDROSEEDING**

- A. Apply seeded slurry with a hydraulic seeder, only when specifically indicated in the Drawings or identified in Section 01 10 00 – Special Provisions, evenly in 2 intersecting directions at a rate of 1,500 pounds of mulch/acre.

### **3.06 MULCHING**

- A. This work shall consist of placing a mulch on areas seeded. The mulch shall be loose enough to allow sunlight to penetrate and air to slowly circulate, but thick enough to shade the ground, reduce rate of water evaporation and prevent or reduce water or wind erosion.
- B. Mulch shall be either dry cured native hay or threshed grain straw. Hay or straw shall be free from seeds of noxious weeds and relatively free from seeds of all other weeds.
- C. The mulch shall be applied at the rate of 2 tons per acre.
- D. Mulch shall be immediately applied after sowing the seed unless otherwise directed by Engineer. The mulch shall be applied with a mulch blowing machine or other approved methods.

- E. Immediately following the spreading of the mulch, the material shall be anchored to the soil by a V-type wheel land packer, a soil erosion mulch tiller or other suitable equipment which will secure the mulch firmly to form a soil-binding mulch.
- F. Apply water with a fine spray immediately after each area has been mulched.

**3.07 RESEEDING**

- A. Prior to the expiration of the 1-year warranty, Contractor will be required to reseed any area that has not established a vigorous growth of specified seed mixture. Engineer to determine which areas are to be reseeded.

**3.08 FIELD QUALITY CONTROL**

- A. All seeding activities shall be conducted in accordance with the above requirements. Any deficiencies shall be corrected by the Contractor.

**END OF SECTION**



**THIS PAGE CONCLUDES  
THE  
PLANS AND SPECIFICATIONS  
FOR THE  
FRANKLIN C & D LANDFILL  
FOR  
FRANKLIN, NEBRASKA**

[seal here]



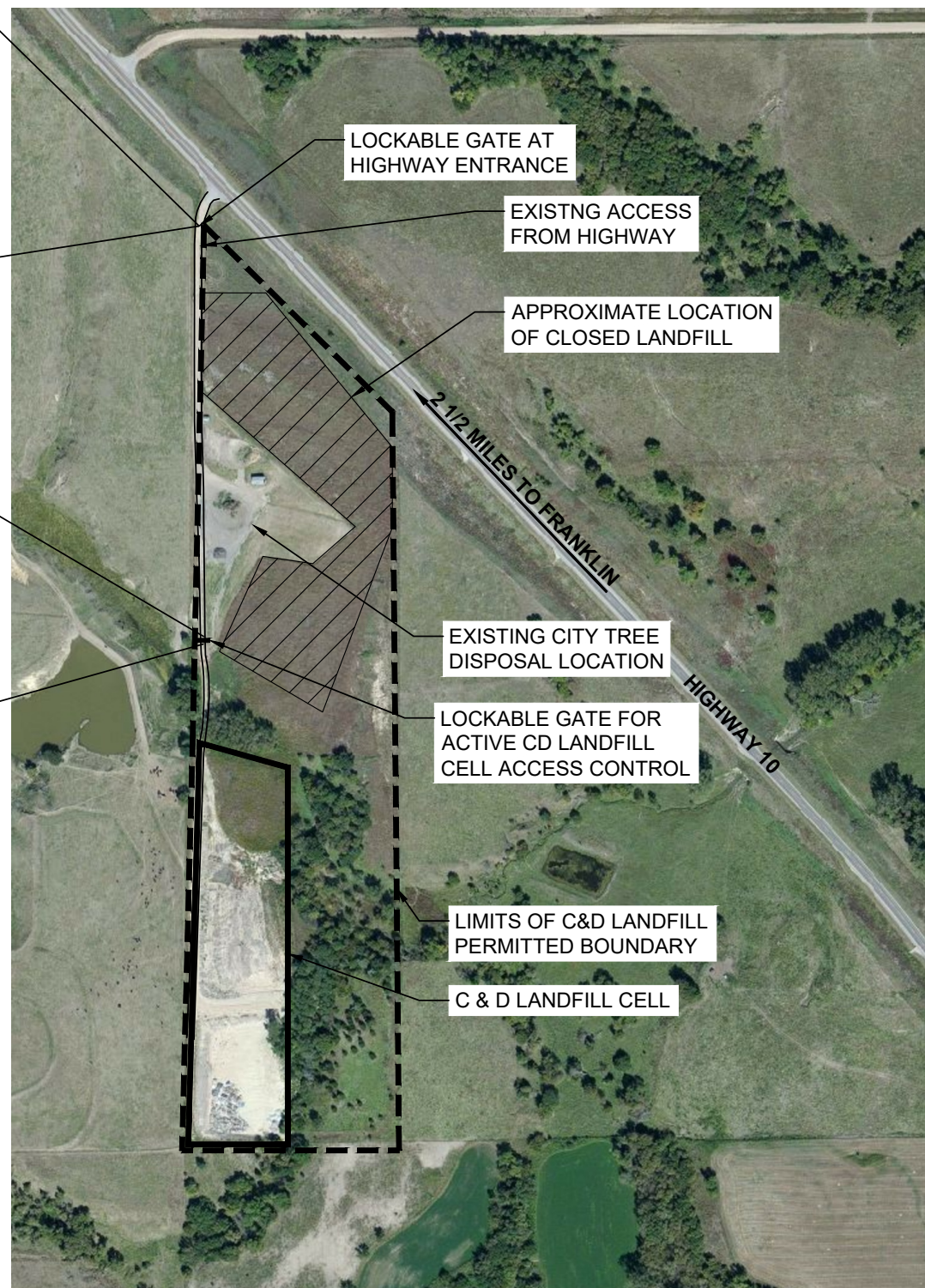
# FRANKLIN C & D LANDFILL FRANKLIN, NEBRASKA



GATE ZOOMED DETAIL



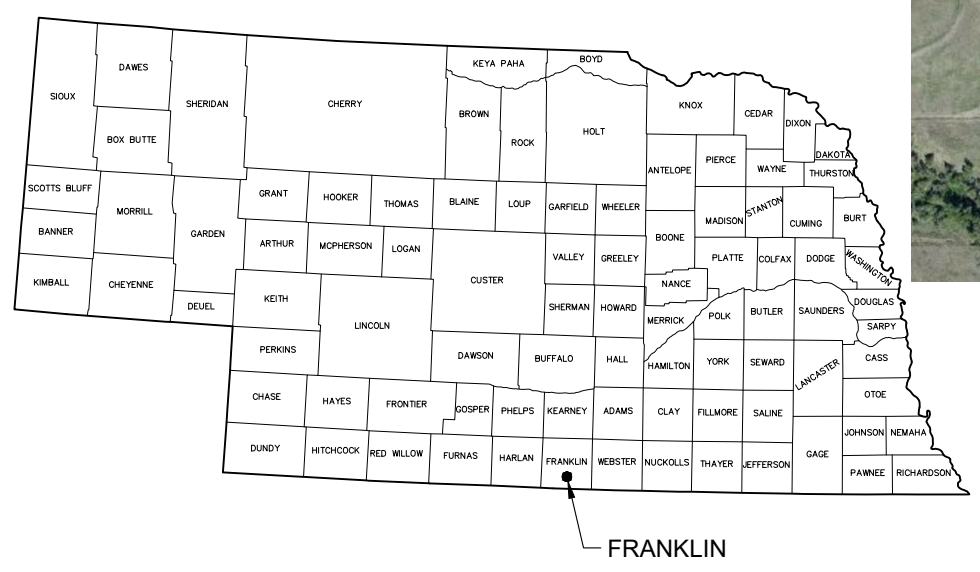
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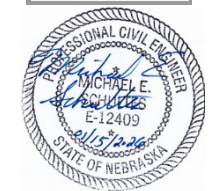
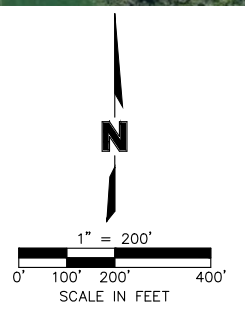
### INDEX OF SHEETS

- 1 COVER SHEET
- 2 GENERAL NOTES
- ~~3 EXISTING GROUND SITE (NOT INCLUDED)~~
- 4 SITE TOPOGRAPHICAL SURVEY SEPTEMBER 2025
- ~~5 EXCAVATION PLAN - FUTURE PHASES (NOT INCLUDED)~~
- 6 EXCAVATION PLAN - PHASE II
- 7 FINAL CAP PLAN
- ~~8 PHASE I CROSS SECTIONS SEPTEMBER 2025 (NOT INCLUDED)~~
- 9 PHASE II CROSS SECTION SEPTEMBER 2025
- 10 CROSS SECTIONS SEPTEMBER 2025

\*NOTE:  
LIMITS OF EXISTING LANDFILL AND WASTE LOCATIONS APPROXIMATE.  
NO RECORDS WERE LOCATED TO DELINEATE EXACT BOUNDARIES.



SITE MAP



PROJECT NO.	222242.00
DATE	12/24/2025
DRAWN BY	ADP
FILE NAME	009-1780_COVER.dwg
FIELD BOOK	FRANKLIN COUNTY #1
FIELD CREW	B.S.
SURVEY FILE NO.	SV-180189 Topo.dwg
PLAN IN HAND	
INITIALS	
DATE	
70 PERCENT REVIEW	
INITIALS	
DATE	
95 PERCENT REVIEW	
INITIALS	
DATE	
REVISIONS	

**LINESTYLES**

ITEM	SYMBOL
BREAK LINE	
CABLE TELEVISION	— UTV — UTV —
CABLE TV (NS)	-<UTV> -<UTV> -
CENTERLINE OF ROAD	— — — — —
CONTOUR MINOR (EX)	- - - - - 1202
CONTOUR MAJOR (EX)	- - - - - 1200
CONTOUR MINOR (EX,SCREENED)	- - - - - 1202
CONTOUR MAJOR (EX,SCREENED)	- - - - - 1200
CONTOUR MINOR (PR)	— — — — — 1202
CONTOUR MAJOR (PR)	— — — — — 1200
LIMITS OF CONSTRUCTION	- - - - - LOC - - - - - LOC - - - - -
CULVERT	
ELECTRIC (OVHD)	- - - - - OHE - - - - - OHE - - - - -
ELECTRIC (OVHD, NS)	-<OHE> -<OHE> -
ELECTRIC (UGND)	- - - - - UGE - - - - - UGE - - - - -
ELECTRIC (UGND, NS)	-<UGE> -<UGE> -
FENCE (WOODEN)	— x — x — x — x —
FENCE (WIRE OR UNKNOWN)	— o — o — o — o —
FENCE (CHAINLINK)	— Δ — Δ — Δ — Δ —
FENCE (SECURITY)	— □ — □ — □ — □ —
FIBER OPTIC LINE	— FO — FO —
FIBER OPTIC LINE (NS)	-<FO> -<FO> -
FLOWLINE (BREAKLINE)	— · · · · · —
GAS LINE	— G — G —
GAS LINE (NS)	-<G> -<G> -
GUARDRAIL	
PROPERTY BOUNDARY	— — — — —
PROPERTY LOT LINES (PR)	— — — — —
PROPERTY LINES (EX,NS)	— — — — —
RIGHT-OF-WAY LINE	— ROW — ROW —
RAILROAD RIGHT-OF-WAY	— RR ROW —
RAILROAD TRACKS	— + + + + + —
RETAINING WALL	
SANITARY SEWER (EX)	— 8" SAN —
SANITARY SEWER (NS)	-<SAN> -<SAN> -
SANITARY SEWER (PR)	— 8" SAN —
SAN SEWER FORCE MAIN (EX)	— 8" FM — 8" FM —
SAN SEWER FORCE MAIN (PR)	— 6" FM — 6" FM —
STORM SEWER (EX)	— 12" ST — (OFFSET TO PIPE SIZE)
STORM SEWER (NS)	-<ST> -<ST> -
STORM SEWER (PR)	— 12" ST — (OFFSET TO PIPE SIZE)
TELEPHONE LINE (UGND)	— UGT — UGT —
TELEPHONE LINE (UGND,NS)	-<UGT> -<UGT> -
TELEPHONE LINE (OVHD)	— OHT — OHT —
TELEPHONE LINE (OVHD,NS)	-<OHT> -<OHT> -
TERRACE	
CROPLINE	
TRAVELED WAY	— — — — —
WATER (EX)	— 6" W — 6" W —
WATER (NS)	-<W> -<W> -
WATER (PR)	— 6" W — 6" W —
FIRE SERVICE	— 6" F — 6" F —
EXISTING	EX
EXISTING, NOT-SURVEYED	NS
PROPOSED	PR
OVERHEAD	OVHD
UNDERGROUND	UGND

**COMMON HATCHING**

ITEM	HATCH
ASPHALT PAVEMENT (EX.)	
CONCRETE PAVEMENT (EX.)	
GRAVEL (EX.)	
BRICK PAVEMENT (EX.)	
ASPHALT PAVEMENT (PR.)	
CONCRETE PAVEMENT (PR.)	
CONCRETE SIDEWALK (PR)	
GRAVEL (PR.)	
BRICK PAVEMENT (PR.)	
RIP RAP	
SEEDING	
MATTING	
UNDISTURBED EARTH	
EARTH	
GRANULAR FILL	
SAND MORTAR, PLASTER	
CONCRETE	
BRICK	
CONCRETE BLOCK	
METAL	
WOOD FRAMING	
WOOD FRAMING INTERRUPTED MEMBER	
BATT INSULATION	
RIGID INSULATION	

**UTILITIES**

ITEM	SYMBOL
STORM SEWER	
CURB INLET	
GRATE INLET	
CATCH BASIN	
STORM SEWER MANHOLE	
SANITARY	
CLEANOUT	
SEPTIC TANK	
SANITARY MANHOLE	
POWER, ELECTRICAL, LIGHT, AND TRAFFIC	
AIR CONDITIONING UNIT	
ANTENNA	
ANCHOR POLE/POST	
GUY POLE	
GUY WIRE ANCHOR	
ELECTRICAL HIGHLINE TOWER (METAL OR CONCRETE)	
POWER POLE (EXISTING)	
POWER POLE (PROPOSED)	
POWER (ELEC) PEDESTAL	
POWER (ELEC) PULL BOX OR MANHOLE	
POWER (ELEC) METER	
LIGHT POLE	
TRAFFIC SIGNAL	
TRAFFIC SIGNAL BOX	
TELEVISION PEDESTAL	
TELEVISION MANHOLE	
WATER	
WATER MANHOLE	
WATER VALVE	
WATER SHUT OFF OR CURB STOP	
WELL	
WATER METER	
WATER METER PIT	
YARD HYDRANT	
WATER ELEVATION	
WATER TOWER	
FIRE HYDRANT (EXISTING)	
FIRE HYDRANT (PROPOSED)	
FIRE HYDRANT IN PROFILE	
WATER FITTINGS	
11- 1/4"	
22- 1/2"	
45°	
90°	
CROSS	
PLUG	
REDUCER	
TEE	
GAS	
GAS METER	
GAS MANHOLE	
GAS FILL PIPE	
GAS PUMP	
GAS VALVE	
GAS VENT	
TELEPHONE	
FIBER OPTICS PULL BOX	
TELEPHONE POLE	
TELEPHONE PULL BOX OR MANHOLE	
TELEPHONE PEDESTAL	
MANHOLE (NON-SPECIFIC)	
UNDERGRND STORAGE TANK	
VALVE (NON-SPECIFIC)	

**SITE & SIGNAGE**

ITEM	SYMBOL
SIGN	
BARRICADE	
ROAD SIGNS	
COUNTY ROAD	
INTERSTATE HIGHWAY	
STATE HIGHWAY	
U.S. HIGHWAY	
MILE MARKER POST	
RIGHT OF WAY MARKER	
RAILROAD CROSSING SIGNAL	
RAILROAD SWITCH	
FLAG POLE	
MAILBOX	
PROPANE TANK	
SATELLITE TV DISH	
WINDMILL	

**CONTROL & ELEVATION**

ITEM	SYMBOL
BENCHMARK	
CONTROL POINT (NON-PROPERTY)	
MONUMENT FOUND (PROPERTY)	
MONUMENT SET	
TEMPORARY POINT	
TEST BORING	
POINT ELEVATION (EXISTING)	× 0.00
POINT ELEVATION (PROPOSED)	
TOP OF PAVEMENT	TP
TOP OF CURB	TC
GROUND	GR
TOP OF WALL	TW
BOTTOM OF WALL	BW
FLOWLINE	FL
GRID TICK	+

**MISC FEATURES**

ITEM	SYMBOL
CENTER PIVOT	
CEMETERY	
GRAVE	
CHURCH	
CAVE	
CISTERN	
LATRINE	
OIL WELL	
GUARD POST	

**PAVING FEATURES**

ITEM	SYMBOL
EXISTING PAVEMENT JOINT	
TRANSVERSE JOINT	
LONGITUDINAL JOINT	
EXPANSION/KEYED JOINT	
PAVEMENT MARKING	
PAVEMENT REBAR	
HANDICAP SYMBOL	

**VEGETATION**

ITEM	SYMBOL
BUSH	
CONIFEROUS TREE	
DECIDUOUS TREE	
MARSH/WETLAND	
TREE MASS LINE	
TREE STUMP	

**SWPPP**

ITEM	SYMBOL
SILT FENCE	
INLET PROTECTION	
STRAW WATTLE CHECK	
STRAW BALE CHECK	
FLOW ARROW (PLAN)	
AREA INLET	
FILTER PROTECTION	

**GENERAL**

ITEM	SYMBOL
PLAN REVISION	
NORTH ARROW	
GRAPHIC SCALE PLAN	
GRAPHIC SCALE PROFILE/ CROSS SECTION	
KEYNOTE OR TABULAR NOTE	
REFERENCED NOTE	
ELEVATION	
SECTION	
ENLARGED DETAIL	

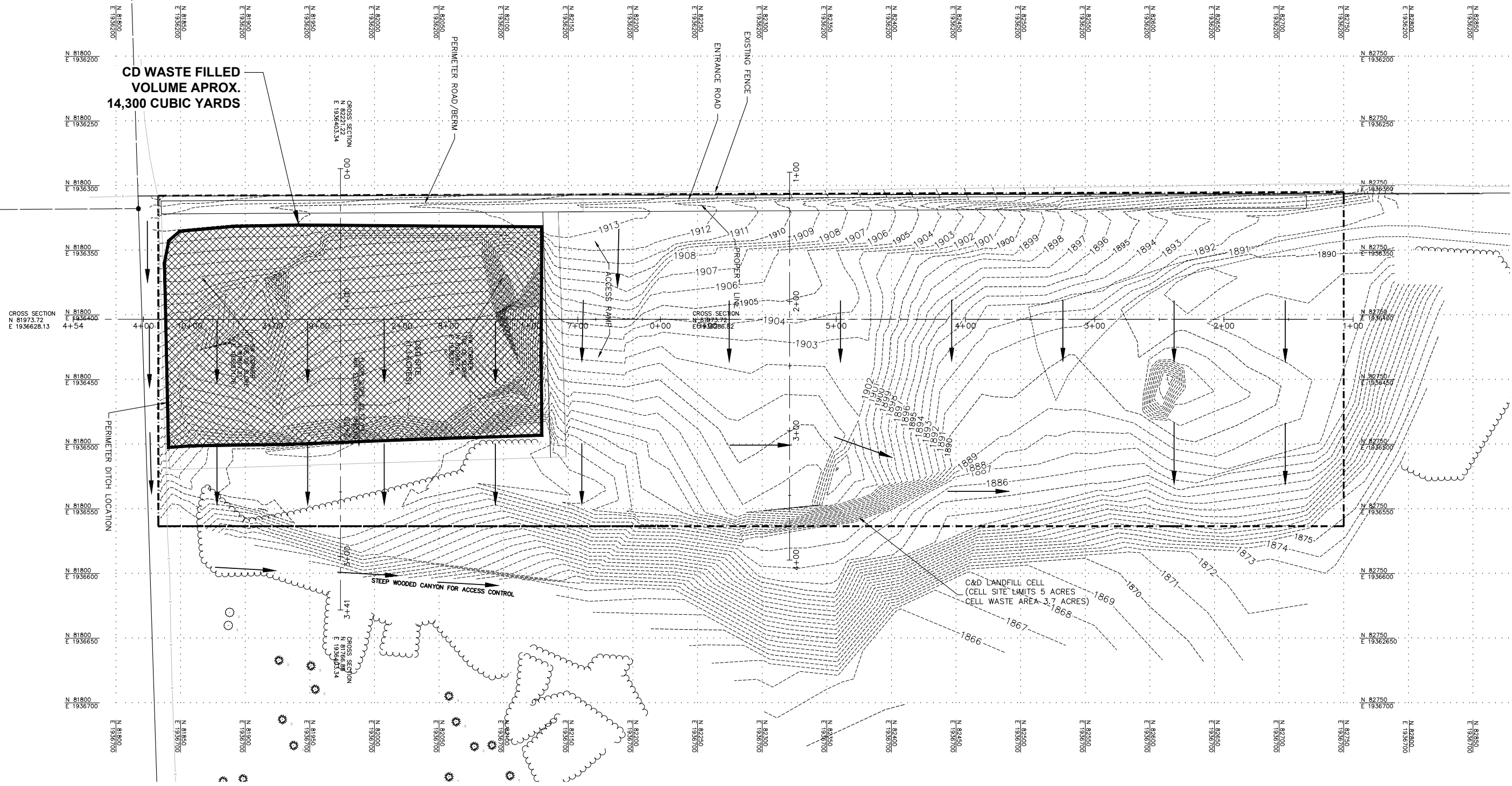


2025  
FRANKLIN C & D LANDFILL  
FRANKLIN, NEBRASKA

GENERAL NOTES AND SYMBOLS

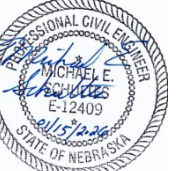


PROJECT NO. 222242.00  
DATE 11/21/2025  
DRAWN BY ADP  
FILE NAME 009-1780\_GEN NOTE.dwg  
FIELD BOOK FRANKLIN COUNTY #1  
FIELD CREW B.S.  
SURVEY FILE NO. SV-180189 Topo.dwg  
PLAN IN HAND  
DATE  
70 PERCENT REVIEW  
DATE  
95 PERCENT REVIEW  
DATE  
REVISIONS



2025  
FRANKLIN C & D LANDFILL  
FRANKLIN, NEBRASKA

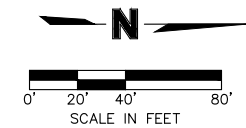
SITE TOPOGRAPHICAL SURVEY  
SEPTEMBER 2025



PROJECT NO. 222242.00  
DATE 12/8/2025  
DRAWN BY ADP  
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FIELD BOOK FRANKLIN COUNTY #1  
FIELD CREW B.S.  
SURVEY FILE NO. SV-180189 Topo.dwg  
PLAN IN HAND  
INITIALS  
DATE  
70 PERCENT REVIEW  
INITIALS  
DATE  
85 PERCENT REVIEW  
INITIALS  
DATE  
REVISIONS

**LEGEND**

- EXISTING CONTOURS
- PROPERTY LINE
- EXISTING FENCE
- TREE MASS
- DRAINAGE FLOW

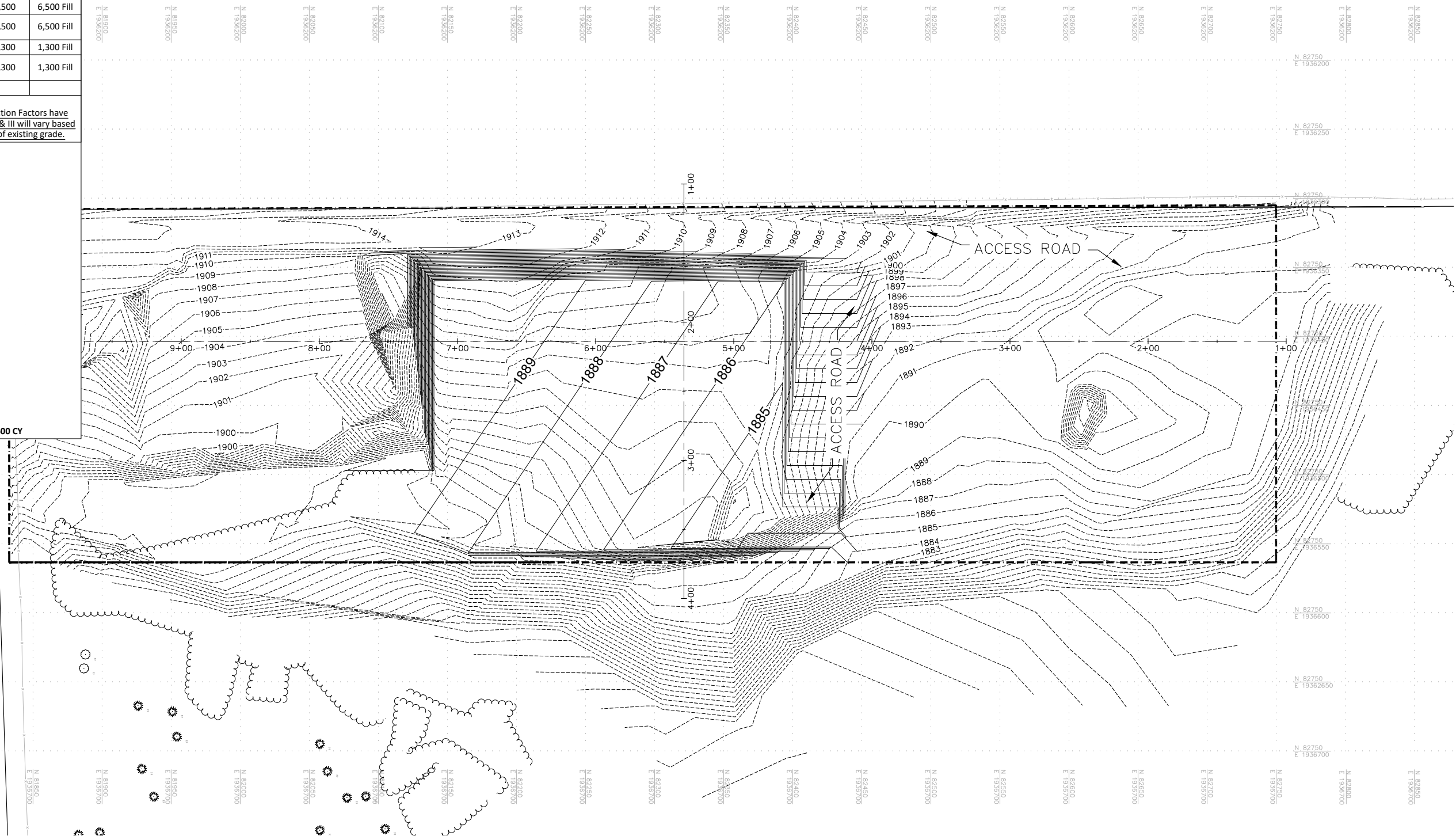


EARTHWORK			
	Cut (CY)	Fill (CY)	Net (CY)
6" Top Soil Excavation Phase 2	1,300	0	1,300 Cut
6" Top Soil Excavation Phase 3 (Future)	1,300	0	1,300 Cut
Excavation Phase 2	30,000	0	30,000 Cut
Excavation Phase 3 (Future)	18,600	0	18,600 Cut
Embankment Phase 2	0	400	400 Fill
Embankment Phase 3 (Future)	0	300	300 Fill
30" Clay Cap Cover Phase 2	0	6,500	6,500 Fill
30" Clay Cap Cover Phase 3 (Future)	0	6,500	6,500 Fill
6" Cap Top Soil Phase 2	0	1,300	1,300 Fill
6" Cap Top Soil Phase 3 (Future)	0	1,300	1,300 Fill

**NOTE:**  
Only Phase 2 is being constructed with this contract

\* Notes: Volumes are Approximate. No Compaction Factors have been Applied. Earthwork split between Phase II & III will vary based on construction. Top soil is estimated as top 6" of existing grade.

Earthwork Balance	
Total Embankment	700 CY
Compaction Factor	x1.35
	950 CY
Total Cap Volume	20,440 CY
Compaction Factor	x1.35
	27,600 CY
Waste Volume Available	47,000 CY
Cover Factor	x0.10
Compaction Factor	x1.35
	6,500 CY
<b>Total Needed</b>	<b>35,050 CY</b>
<b>Total Site Excavation</b>	<b>48,600 CY</b>



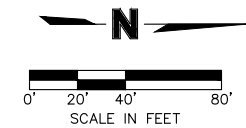
2025  
FRANKLIN C & D LANDFILL  
FRANKLIN, NEBRASKA

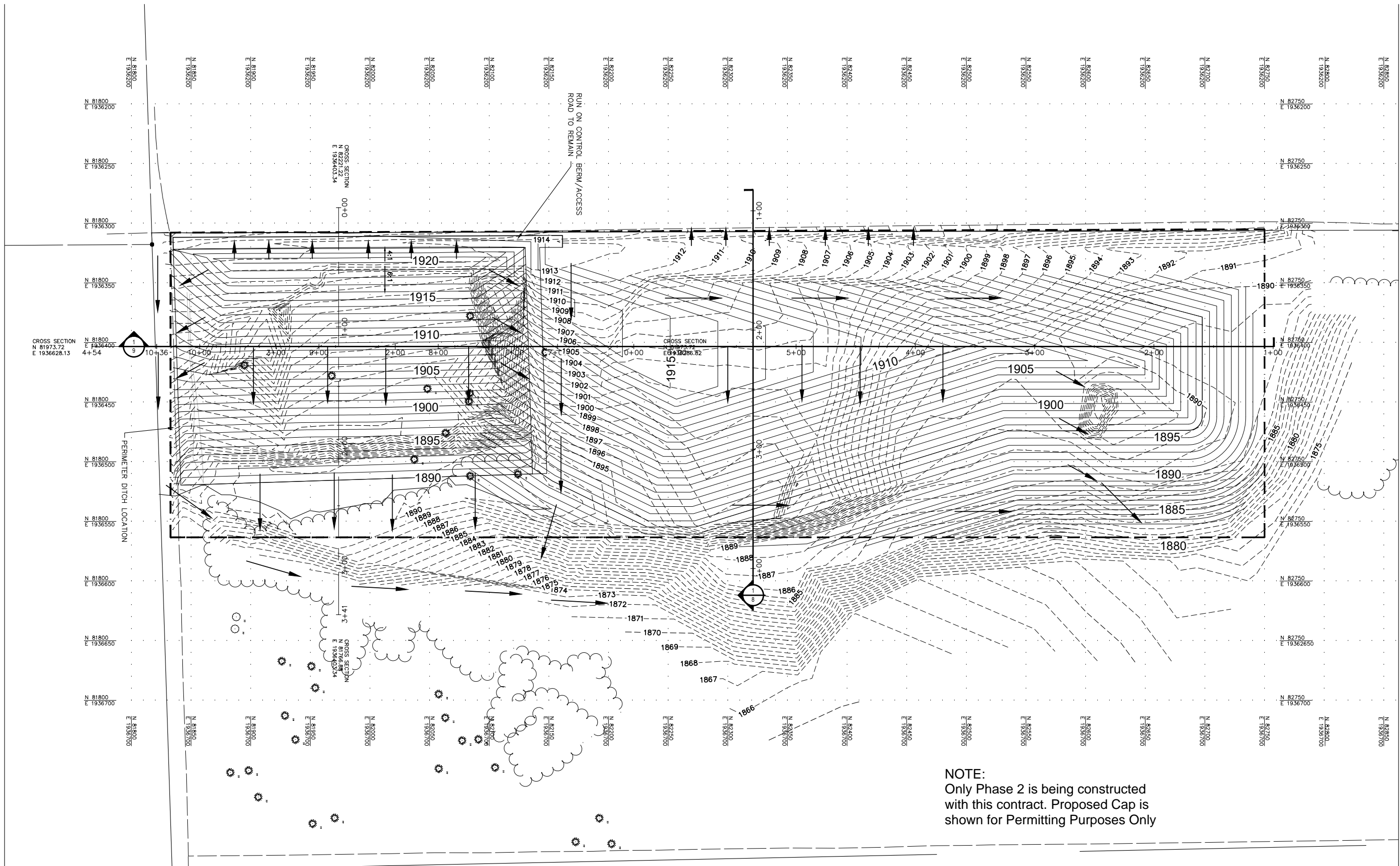
EXCAVATION PLAN - PHASE II



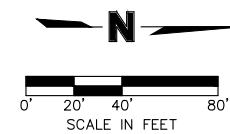
PROJECT NO.	222242.00
DATE	12/16/2025
DRAWN BY	ADP
FILE NAME	009-1780_EXCAVATION-5.dwg
FIELD BOOK	FRANKLIN COUNTY #1
FIELD CREW	B.S.
SURVEY FILE NO.	SV-180189 Topo.dwg
PLAN IN HAND	
INITIALS	
DATE	
70 PERCENT REVIEW	
INITIALS	
DATE	
85 PERCENT REVIEW	
INITIALS	
DATE	
REVISIONS	

- EXISTING CONTOURS -----
- PROPERTY LINE -----
- EXISTING FENCE -----
- TREE MASS -----
- DRAINAGE FLOW -----

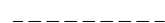

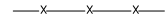

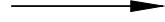


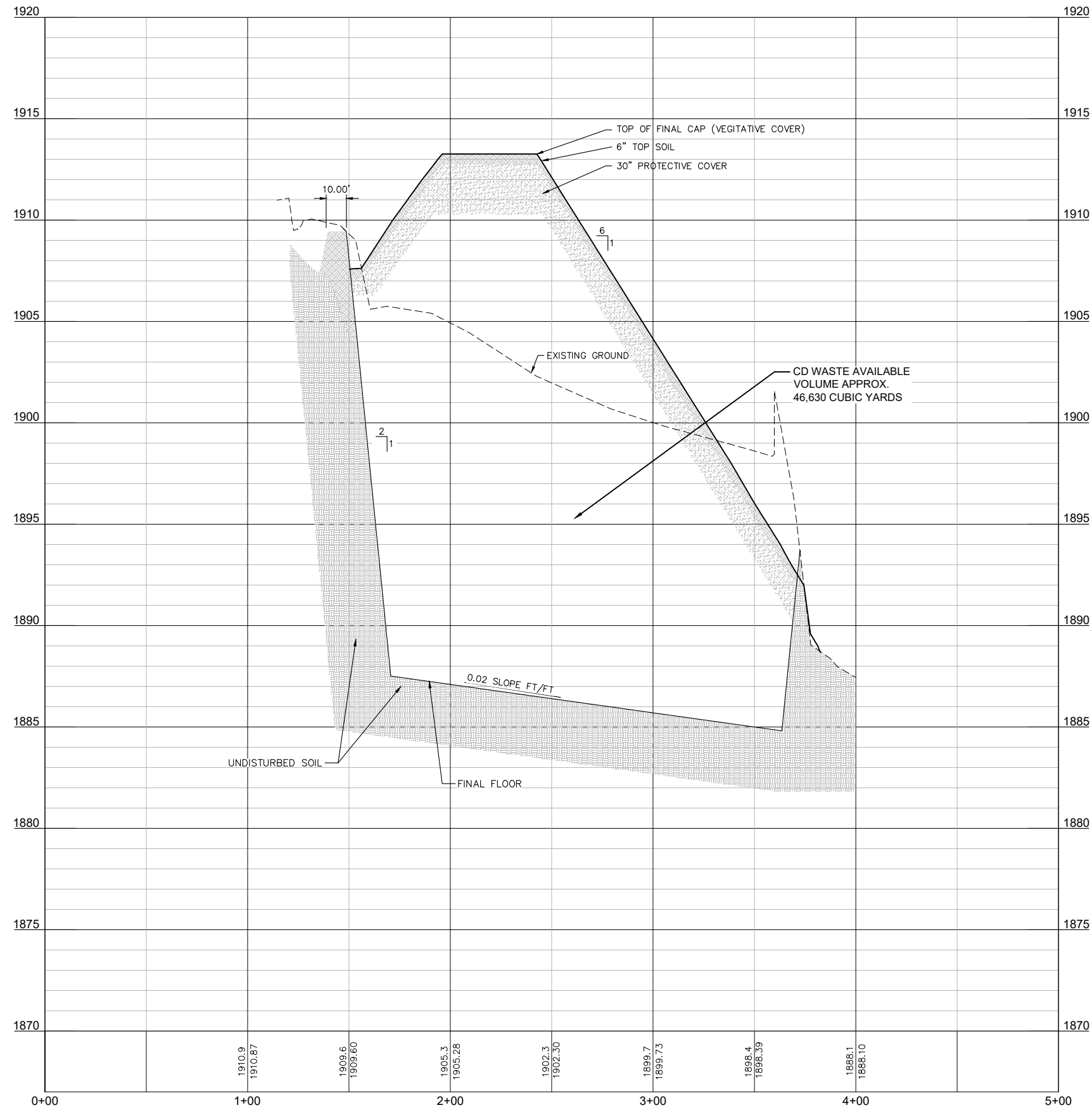


NOTE:  
Only Phase 2 is being constructed  
with this contract. Proposed Cap is  
shown for Permitting Purposes Only



LEGEND

- EXISTING CONTOURS 
- PROPERTY LINE 
- EXISTING FENCE 
- TREE MASS 
- DRAINAGE FLOW 



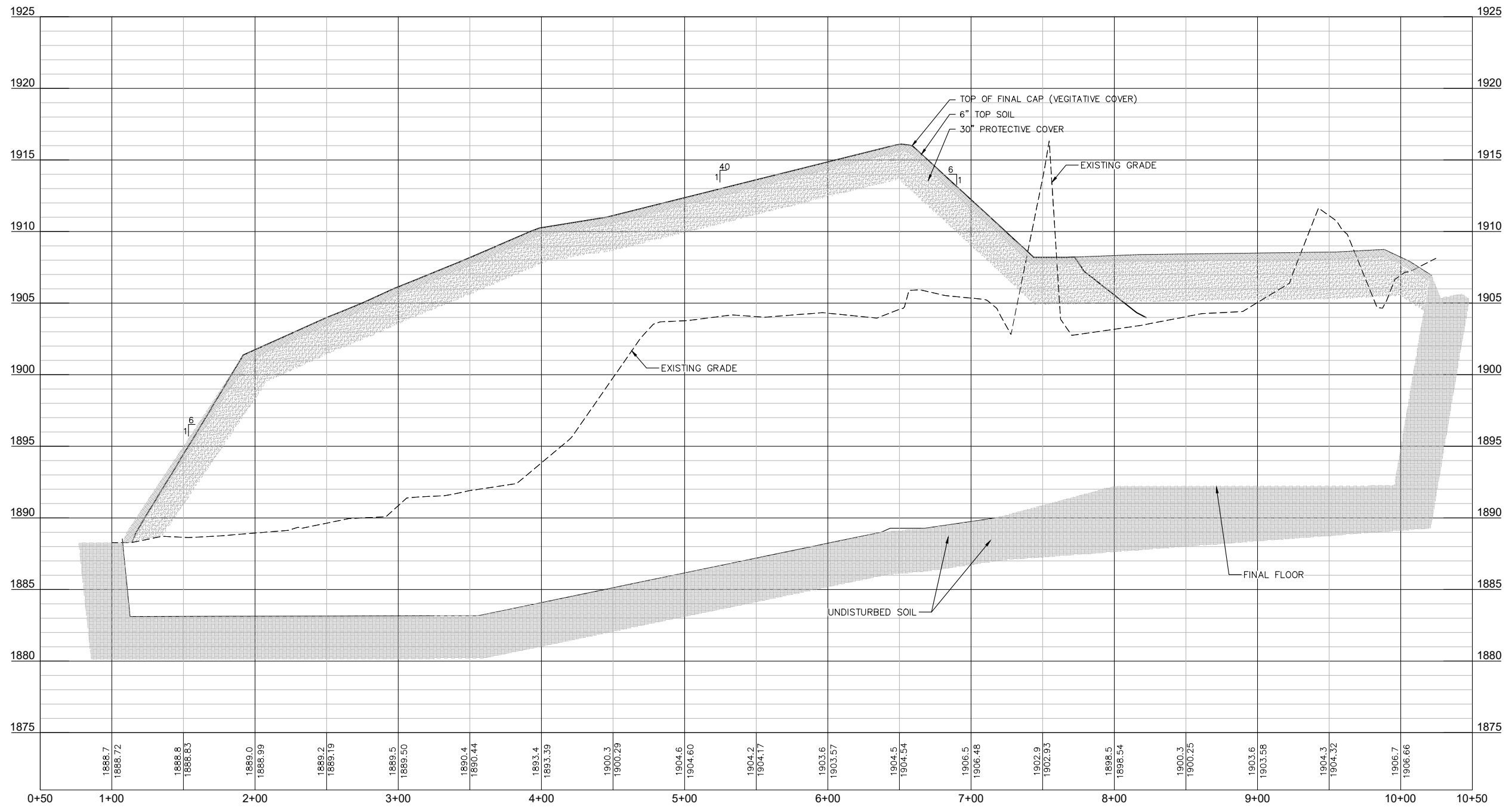
① CROSS SECTION WEST TO EAST

2025  
FRANKLIN C & D LANDFILL  
FRANKLIN, NEBRASKA

PHASE II CROSS SECTION SEPTEMBER 2025



PROJECT NO. 222242.00  
DATE 12/24/2025  
DRAWN BY ADP  
FILE NAME 009-1780\_PP01.dwg  
FIELD BOOK FRANKLIN COUNTY #1  
FIELD CREW B.S.  
SURVEY FILE NO. SV-180189 Topo.dwg  
PLAN IN HAND  
INITIALS  
DATE  
70 PERCENT REVIEW  
INITIALS  
DATE  
95 PERCENT REVIEW  
INITIALS  
DATE  
REVISIONS



① CROSS SECTION NORTH TO SOUTH

2025  
FRANKLIN C & D LANDFILL  
FRANKLIN, NEBRASKA

CROSS SECTIONS SEPTEMBER 2025



PROJECT NO. 222242.00  
DATE 12/24/2025  
DRAWN BY ADP  
FILE NAME 009-1780\_PP01.dwg  
FIELD BOOK FRANKLIN COUNTY #1  
FIELD CREW B.S.  
SURVEY FILE NO. SV-180189 Topo.dwg  
PLAN IN HAND  
INITIALS  
DATE  
70 PERCENT REVIEW  
INITIALS  
DATE  
95 PERCENT REVIEW  
INITIALS  
DATE  
REVISIONS





## **CITY OF FRANKLIN** Property Manager Hutchins Building / Marcellus Flats

**JOB TYPE:** Contracted service provider with the City

**COMPENSATION:** \$1,000/month

- \$1,500 during initial lease-up 4-month period, September-December 2026
- Estimated 25–40 hours per month, with workload fluctuating based on lease-up, inspections, and unit turnover
- Two five-day vacation periods per calendar year (phone line transferred to City staff)
- Compensation reviewed quarterly, if needed, and annually as part of the City's NAHTF Annual Summary Report

### **SUMMARY:**

The Property Manager (PM) is responsible for the day-to-day operational success of the Hutchins Building's two commercial tenants and eight residential apartments known as Marcellus Flats. This role serves as the primary point of contact for tenants, applicants, vendors, SCEDD, and the City, ensuring professional property operations, tenant satisfaction, regulatory compliance, and clear communication. The PM represents the City of Franklin and must demonstrate strong customer service, organization, and problem-solving skills.

### **KEY RESPONSIBILITIES:**

#### **Tenant Relations & Communication**

- Serve as the primary point of contact for residential and commercial tenants
- Respond to non-emergency tenant inquiries and service requests within 24 hours
- Maintain consistent communication with tenants regarding requests, timelines, and updates
- Address tenant complaints and concerns professionally and consistently
- Enforce lease terms, Rules & Regulations, and Pet Agreement provisions; issue notices or warnings per City policy and escalate violations as required.
  - [City Council > Allow City to handle escalated complaints after a defined threshold \(such as 3<sup>rd</sup> similar incident?\).](#)
- Ensure all tenant interactions comply with Fair Housing laws and NAHTF program requirements
- Monitor monthly rent collection tracking late or missed payments and notifying City.

#### **Maintenance & Vendor Coordination**

- Oversee maintenance operations for residential and commercial units
- Receive, assess, and coordinate responses to work orders and service requests.
  - Resolve minor maintenance issues, which may include: clogged drains, toilets, lockouts, door hardware issues, package delivery concerns, parking or pet complaints, and similar routine matters.
- Respond immediately to emergency maintenance issues and notify City leadership as appropriate.
  - [City Council > Emergencies are unpredictable and time-intensive. Even coordination \(not repair\) can consume evenings/weekends and disrupt monthly hour limits. Consider additional compensation as warranted.](#)

- [Set expectations for availability v. response coordination. Define what qualifies as an “emergency”.](#)
- Coordinate contracted vendors and City-owned services (utilities, trash removal, Wi-Fi fiber).
- Perform basic onsite assessments and schedule vendor repairs as needed.
  - [City Council > pre-approve make-ready vendor lists to reduce PM time.](#)
- Maintain communication with tenants regarding maintenance status and delays
- Verify completion and quality of vendor work prior to City payment approval.
  - [City Council > Assign technical inspection authority to City staff for major repairs.](#)
- Oversee unit turnover between leases, coordinating pest control, painting, cleaning, and repairs
- Maintain responsibility for common-area and high-reach light bulbs; tenants remain responsible for specified in-unit bulbs

### **Inspections, Compliance & Reporting**

- **Monthly:** Walk-throughs of commercial spaces, common areas, exterior grounds, and parking areas
- **Quarterly:** Inspection of fire extinguishers, fire suppression systems, and dryer venting as required. Provide a quarterly operational update to the City Council (occupancy, tenant issues, expenses, and budget status)
- **Annual:** Coordinate NAHTF compliance activities with the City and SCEDD. Conduct annual income eligibility verification for all apartment tenants. Coordinate and participate in required tenant interviews. Coordinate with SCEDD prepared NAHTF Annual Compliance Summary for presentation to the City Council.
- Maintain accurate records of maintenance activities and budgets to comply with City accounting procedures.

### **Leasing & Application Management**

- Coordinate marketing efforts using free City platforms and paid advertising when needed.
  - [City Council > consider shifting some marketing role to City to reduce PM hours.](#)
- Provide apartment tours and organize open-house viewings to support unit lease-up.
- Maintain accurate and timely updates to the City website and social media.
- Manage the apartment application process in accordance with the Tenant Selection Policy.
- Collect and log required applicant documentation and communications. Submit completed applications to SCEDD for review and approval.
  - [City Council > consider shifting document review role to City staff and/or combination with SCEDD.](#)
- Coordinate tenant move-in procedures, including collection of deposits and first month's rent.
- Facilitate execution of all required lease and compliance documents
- Confirm move-in dates and coordinate key hand-off.
- Track rent payments and notify the City of late or missed payments.
  - [City Council > by utilizing utility payment software, Asst City Clerk should be able to monitor payment status and trigger an automatic email response of late payment, assess late fee, then cc PM in the email to tenant as first-round response.](#)

- Coordinate move-out walkthroughs, document unit condition with photos, and communicate tenant obligations.
  - Provide written recommendations to the City regarding security deposit refunds.
- Maintain organized digital tenant files to ensure record retention aligns with City, NAHTF, and audit requirements.

**Supervision of Contracted Services:**

- Supervise grounds maintenance services scheduled 2 times/week ensuring perimeter of building is clean of debris and well maintained.
- Supervise weekly interior cleaning of common areas.
  - Coordinate and schedule additional cleaning and turnover services as needed.

**QUALIFICATIONS:**

- Proven experience in property or facilities maintenance, minimum 1 year, preferred 5+ years.
- Experience coordinating vendors and managing service providers.
- Excellent customer service, organizational, and communication skills both written and verbal.
- Ability to track expenses and maintain records utilizing computer software and programs provided.
- Demonstrated problem-solving and decision-making ability. The Property Manager operates independently on routine operational matters.
- Ability to lift up to 40 pounds and safely use a ladder

-----

**City Council:**

**Note items above full job description in blue. Recommended for discussion to manage work-load and reasonable expectations of role to be a ‘Jack/Jill-of-all-trades’.**

*For consideration: can someone handy with clearing a clogged drain, inspecting vendors work on a maintenance repair billed to the City, also be great at making marketing videos, updating website content, adding social media posts to promote unit openings, while also maintaining a high level of customer service with vendors, tenants, and the City? (Conscious of not making this a “unicorn” position of many, diverse areas of expertise!)*

**Is a laptop provided, or computer available for use in the City office when needed?  
Cell phone provided? Or just an assigned phone number that can be used on the PM’s personal phone, then transferred via a software platform to another City -on-call phone number?**

**Other considerations:**

- Security camera access only to applicable cameras
- Access to view payment status only of tenants in City software used for utility billing

## **Compensation Considerations / Options:**

These suggestions align pay with actual risk and effort, reduces turnover risk of PM position by preventing under-compensation during high-workload months/events, provides Council clear control points of compensation for budgeting.

### **1. Initial Lease-Up Period**

- **+ \$250 per unit turnover – OR - \$75 per week**, capped at **4 weeks per vacancy**

#### **Covers:**

- Move-out coordination and walkthrough documentation
- Vendor scheduling (cleaning, paint, repairs, pest)
- Unit readiness checks
- Showings, open house coordination, and applicant communications up to lease execution
- Move-in coordination and key handoff

#### **Recommended Guardrails:**

- Routine maintenance during tenancy remains standard expectations
- Major City-directed capital repairs excluded

### **2. Annual Report Summary**

- \$250 additional for scheduling tenant coordination of interviews, conducting income eligibility verifications, and preparing deliverables for City Council report.

### **3. Emergency & Incident Response**

- **Hourly Rate (ex. \$40/hr)** for hours beyond scope – OR – **Flat incident fee** approved by City Council.
- Defined as:
  - After-hours (between 9:00 PM and 7:00 AM), weekend or major holiday response requiring extended coordination.
  - Property incidents involving multiple agencies or vendors.
  - Situations requiring repeated follow-ups beyond routine maintenance

## **Optional Council Language for Adoption of a Compensation Policy:**

“The Property Manager compensation shall consist of a base monthly retainer for routine operations, with additional event-based compensation for unit turnover, initial lease-up periods, NAHTF Annual Report Summary compliance coordination, and extraordinary emergency response, as outlined in the adopted Compensation Option schedule.”



**CITY OF FRANKLIN**

**Contracted Services**

**Hutchins Building / Marcellus Flats**

### **Contracted Service: Property Manager**

The City of Franklin is seeking a part-time, contract Property Manager to oversee day-to-day operations of the Hutchins Building, including two commercial spaces and eight residential apartments (Marcellus Flats). *Contract anticipated date is late August, early September, 2026.*

#### **Key Responsibilities:**

- Serve as the primary point of contact for residential and commercial tenants
- Coordinate routine and emergency maintenance, vendors, and contracted services
- Manage leasing activities, including showings, applications, move-ins, and move-outs
- Conduct regular property inspections and oversee unit turnovers
- Support rent tracking, tenant compliance, and required documentation
- Coordinate annual income verification and compliance activities under the NAHTF program
- Provide clear communication and operational updates to City staff and Council

#### **Desired Experience & Skills:**

- Prior experience in property management, facilities management, or related field
- Strong customer service, organization, and communication skills
- Experience coordinating vendors and managing service providers
- Ability to work independently, manage time effectively, and handle fluctuating workloads
- Familiarity with housing compliance programs preferred

**Compensation:** \$1,000/month; additional stipend for the initial 4-month lease-up period.

**Time Commitment:** Approximately **25–40 hours per month**, with **additional compensation available for lease-up periods, unit turnovers, and extraordinary/emergency events.**

## Contracted Service: Interior Cleaning

- Provide **weekly interior cleaning** of common areas on the **first and second floors**, including **two common stairwells**.
- **Compensation: 2 hours per week at \$20/hour**, totaling **\$40 per week**.
- Perform **sanitizing and deep cleaning services** during **unit lease turnovers**, including thorough cleaning of appliances and interior surfaces.
- Additional hours required for apartment turnover cleaning will be **scheduled and compensated at an hourly rate**, as approved.
- Respond to interior cleaning concerns as needed and **escalate maintenance or facility issues** to the Property Manager in a timely manner.
- Ensure all cleaning services meet **health, safety, and sanitation standards** appropriate for residential and commercial properties.
- *Contract anticipated start date is October 2026.*

## Contracted Service: Grounds Maintenance (or City employee?)

- Provide **grounds maintenance services two (2) times per week**, with **snow removal performed as needed** during applicable seasons.
- **Compensation: 2 hours per week at \$20/hour**, totaling **\$40 per week**.
- Responsibilities include maintaining the **building perimeter and exterior areas**, including:
  - Blowing or sweeping debris from walkways and building edges
  - Picking up litter and trash
  - Cleaning parking areas
  - Hosing exterior areas as needed to maintain appearance and cleanliness
- Monitor outdoor conditions and **address routine maintenance needs**, escalating larger issues or repair concerns to the Property Manager.
- Maintain grounds in a manner that promotes **safety, accessibility, and curb appeal** for residents, tenants, and visitors.
- *Contract anticipated start date is October 2026.*

# City of Franklin - Marcellus Flats

August 2026 Appliance Order

Count	Appliance	Power
8	2'6" max. range	50A, 2P, 208V, 1Ø ckt. NEMA 14-50 plug.
8	2'6"w x 12-18" tall microwave (Depending on Model) above-range	20A, 1P, 120V, 1Ø ckt. NEMA 5-15 or 5-20 plug.
8	2'-0" max dishwasher	20A, 1P, 120V, 1Ø ckt. NEMA 5-15 or 5-20 plug.
4	3'-0" max right hand fridge (make sure to check swing clearance)	20A, 1P, 120V, 1Ø ckt. NEMA 5-15 or 5-20 plug.
4	3'-0" max left hand fridge (make sure to check swing clearance)	20A, 1P, 120V, 1Ø ckt. NEMA 5-15 or 5-20 plug.
2	2'-3" x 2'-10" Individual Washer	20A, 1P, 120V, 1Ø ckt. With 5-15 plug or 5-20 plug
2	2'-3" x 2'-10" Individual dryer	30A, 2P, 208V, 1Ø ckt. With 14-30 plug.
6	2'-3" x 2'-10" stacked washer/dryer	30A, 2P, 208V, 1Ø ckt. With 14-30 plug.

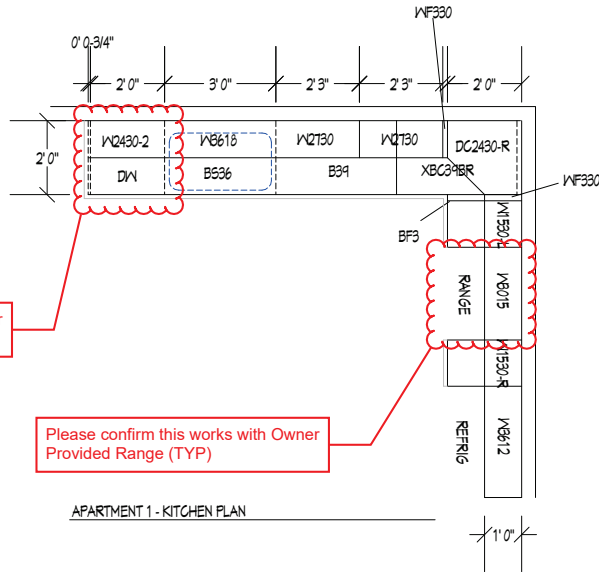
All appliances are electric. Refrigerators have a water line for connecting to an automatic ice maker.

# City of Franklin - Marcellus Flats

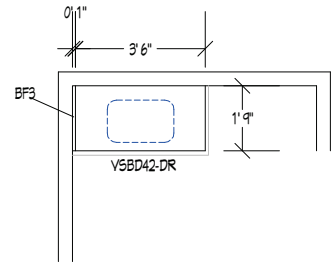
August 2026 Appliance Order

Designer Craft Woodworking  
601 E. Commerce  
Lexington, NE 68850

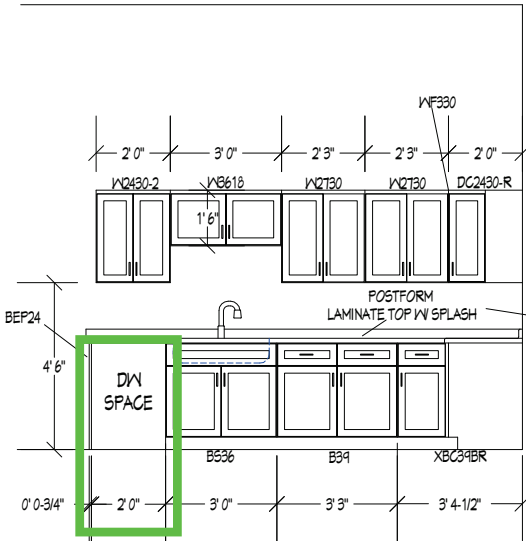
MARCELLUS BUILDING; APARTMENT 1  
1-29-26  
1/4" = 1'-0"



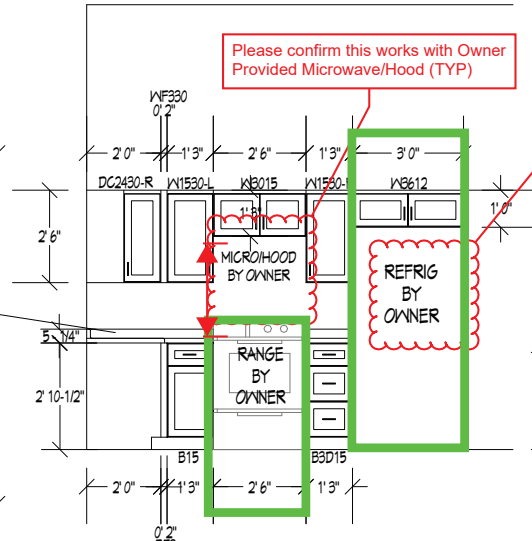
APARTMENT 1 - KITCHEN PLAN



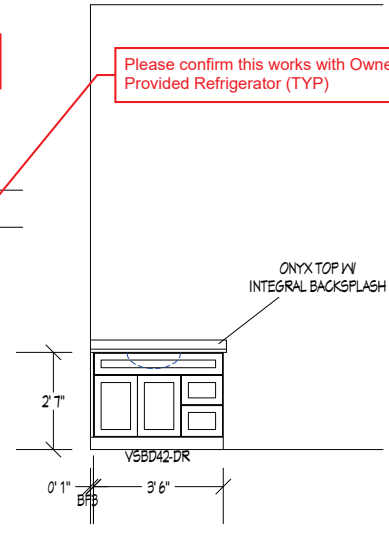
APARTMENT 1 - BATHROOM PLAN



APARTMENT 1 - NORTH KITCHEN ELEVATION



APARTMENT 1 - EAST KITCHEN ELEVATION



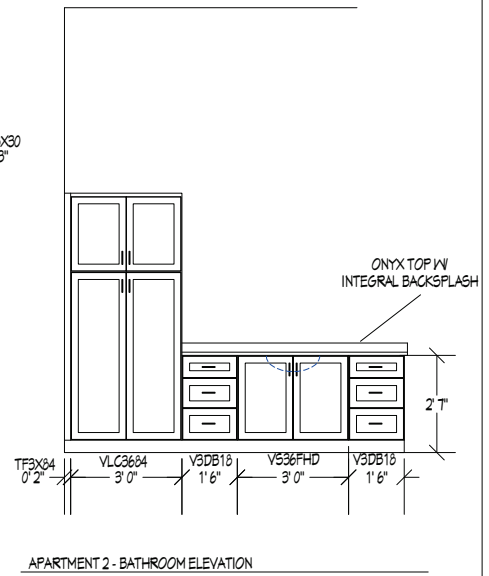
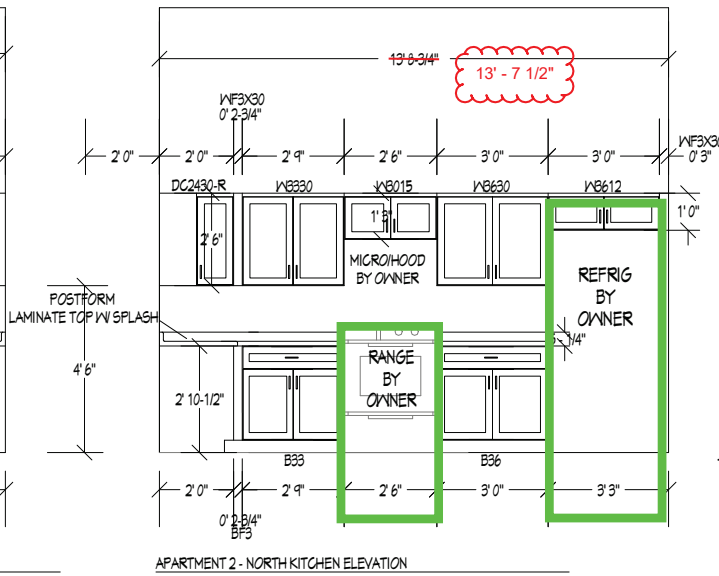
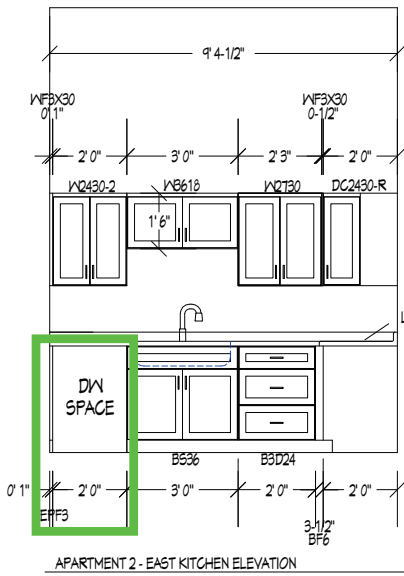
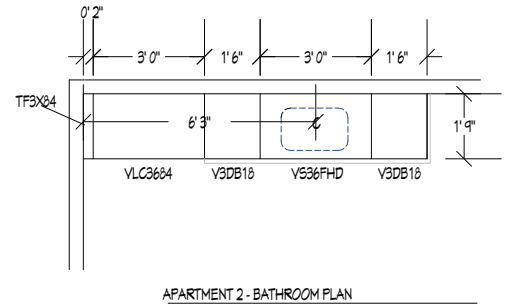
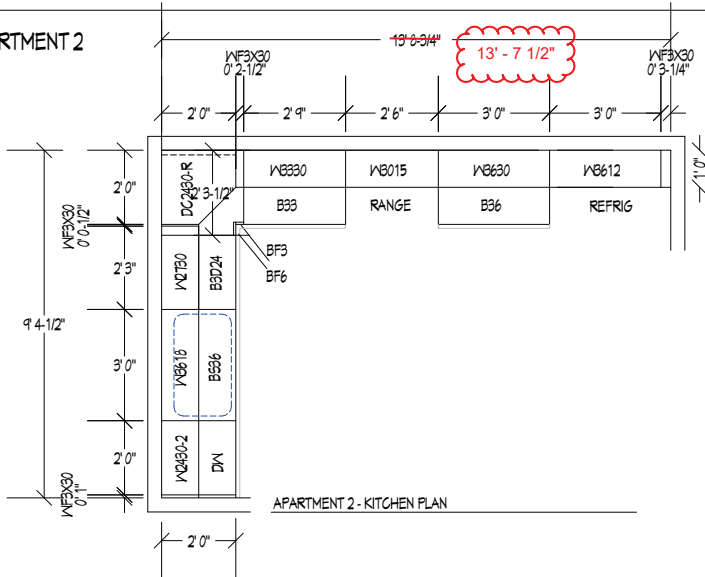
APARTMENT 1 - BATHROOM ELEVATION

# City of Franklin - Marcellus Flats

August 2026 Appliance Order

Designer Craft Woodworking  
601 E. Commerce  
Lexington, NE 68850

MARCELLUS BUILDING; APARTMENT 2  
1-29-26  
1/4" = 1'-0"



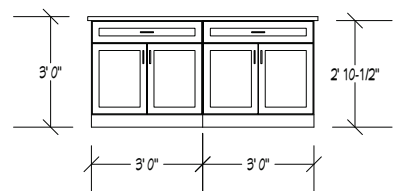
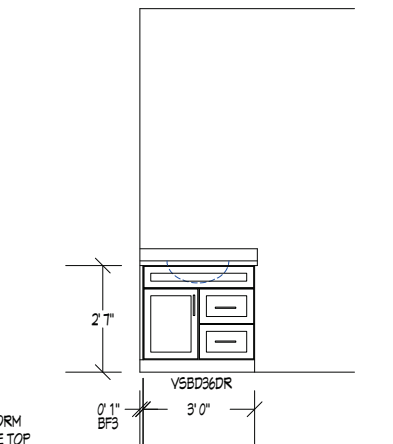
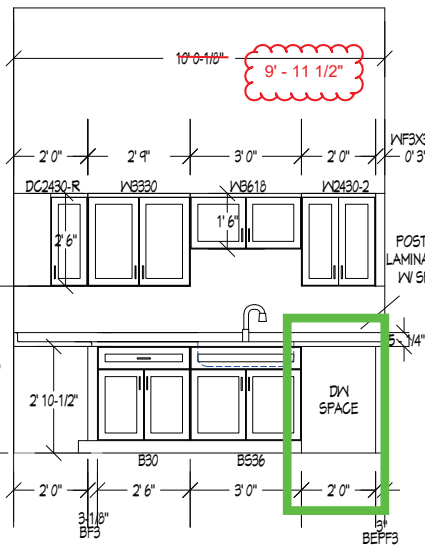
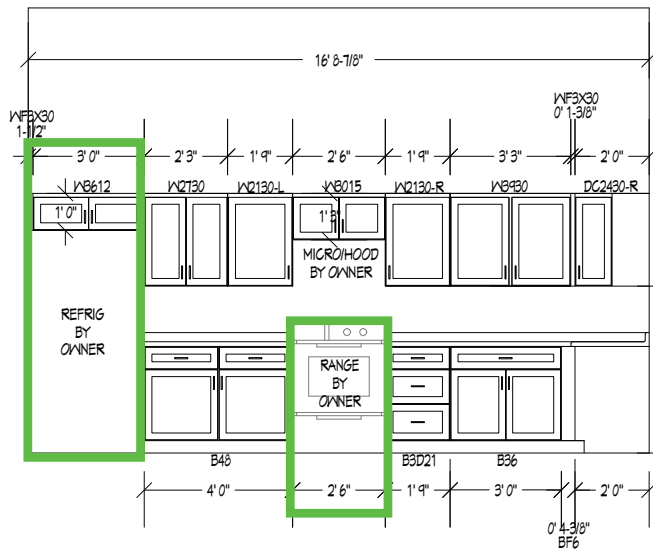
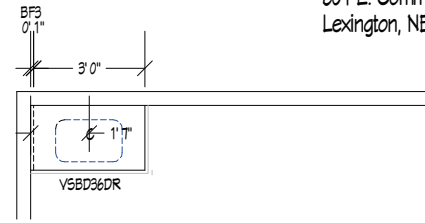
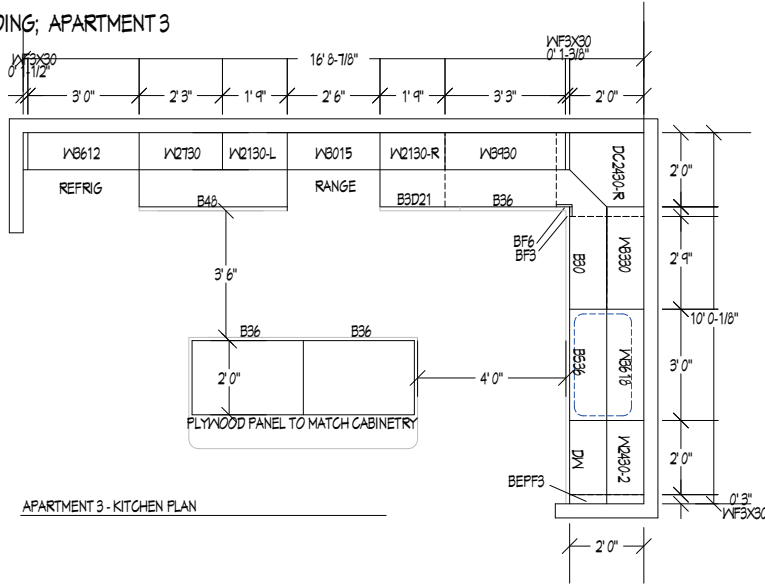
# City of Franklin - Marcellus Flats

August 2026 Appliance Order

Designer Craft Woodworking  
601 E. Commerce  
Lexington, NE 68850

## MARCELLUS BUILDING, APARTMENT 3

1-29-26  
1/4" = 1'-0"

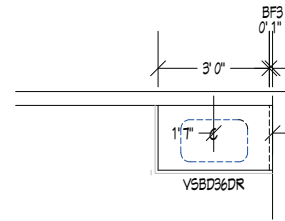
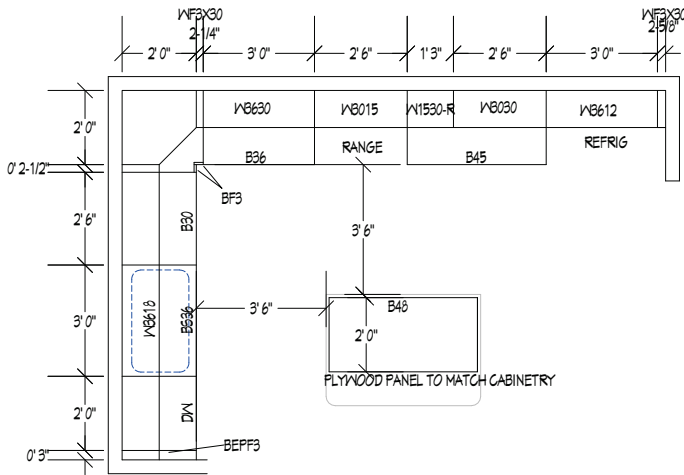


# City of Franklin - Marcellus Flats

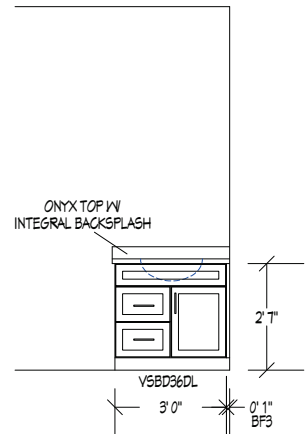
August 2026 Appliance Order

Designer Craft Woodworking  
601 E. Commerce  
Lexington, NE 68850

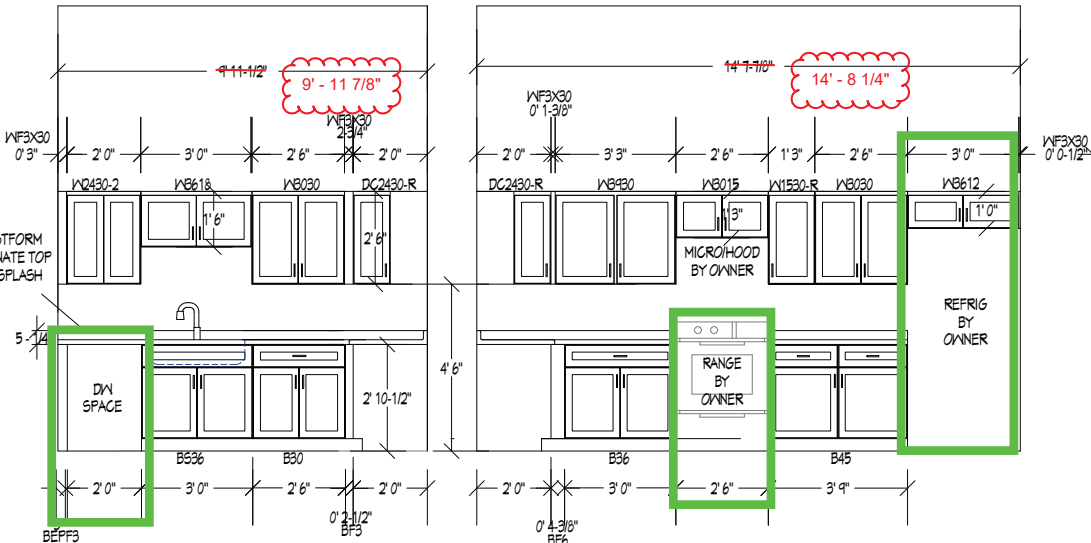
MARCELLUS BUILDING, APARTMENT 4  
1-29-26  
1/4" = 1'-0"



APARTMENT 4 - BATHROOM PLAN

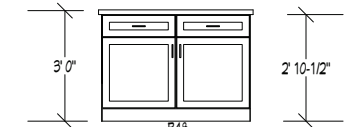


APARTMENT 4 - BATHROOM ELEVATION



APARTMENT 4 - WEST KITCHEN ELEVATION

APARTMENT 4 - NORTH KITCHEN ELEVATION



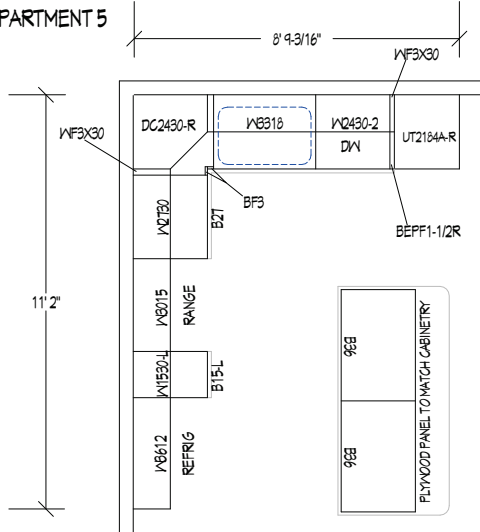
APARTMENT 4 - KITCHEN ISLAND ELEVATION

# City of Franklin - Marcellus Flats

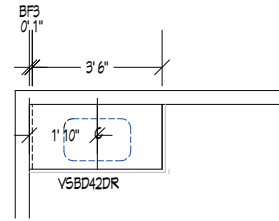
August 2026 Appliance Order

Designer Craft Woodworking  
601 E. Commerce  
Lexington, NE 68850

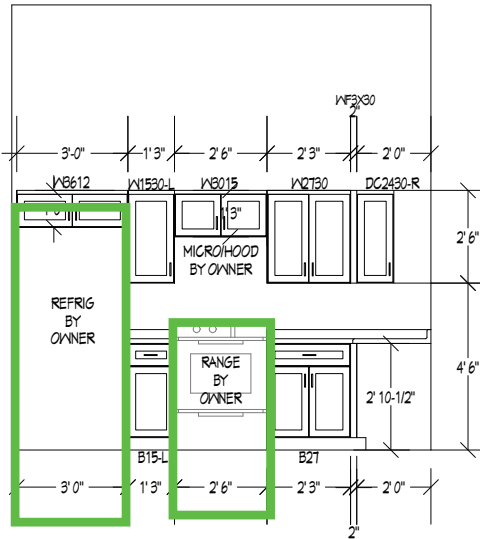
MARCELLUS BUILDING; APARTMENT 5  
1-29-26  
1/4" = 1'-0"



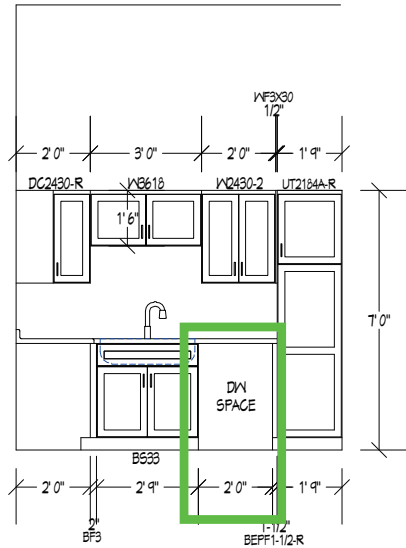
APARTMENT 5 - KITCHEN PLAN



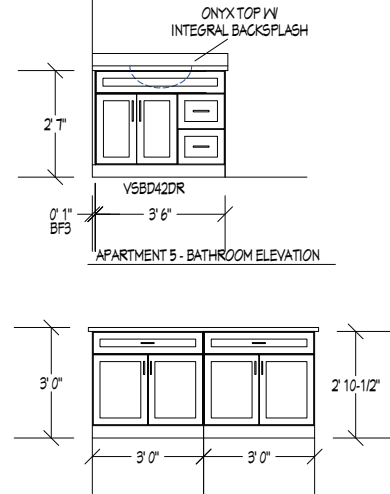
APARTMENT 5 - BATHROOM PLAN



APARTMENT 5 - WEST KITCHEN ELEVATION



APARTMENT 5 - NORTH KITCHEN ELEVATION



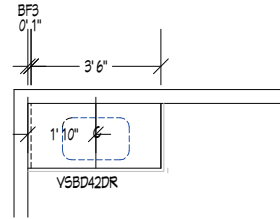
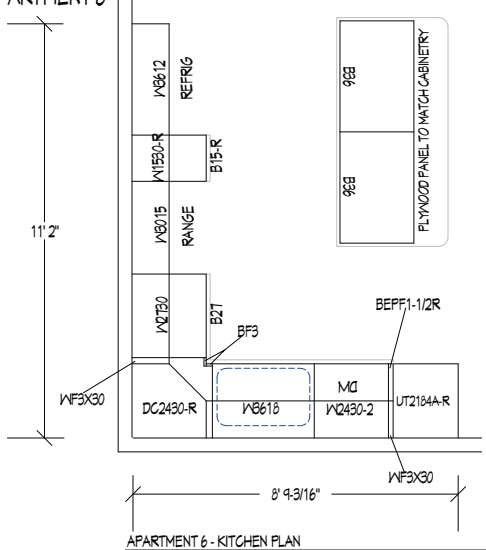
APARTMENT 5 - KITCHEN ISLAND ELEVATION

# City of Franklin - Marcellus Flats

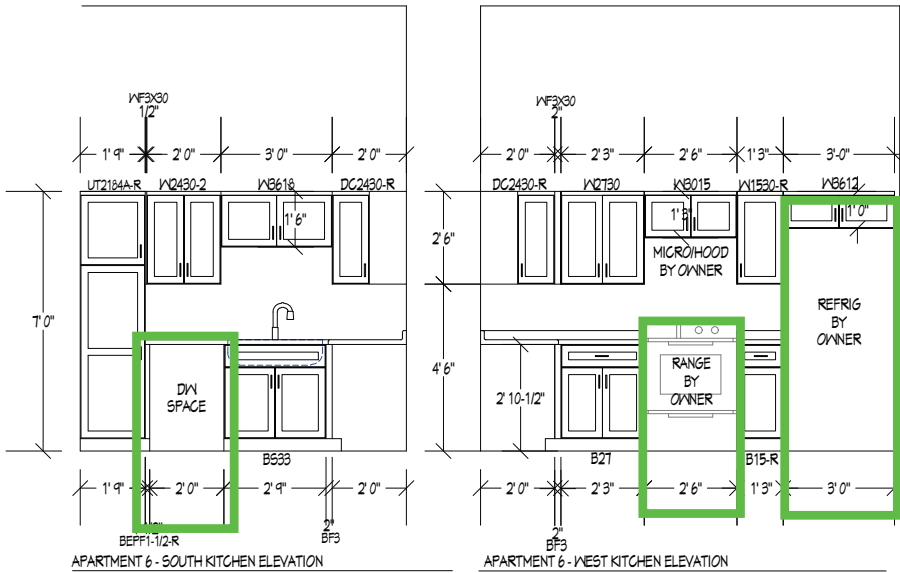
August 2026 Appliance Order

Designer Craft Woodworking  
601 E. Commerce  
Lexington, NE 68850

MARCELLUS BUILDING; APARTMENT 6  
1-29-26  
1/4" = 1'-0"

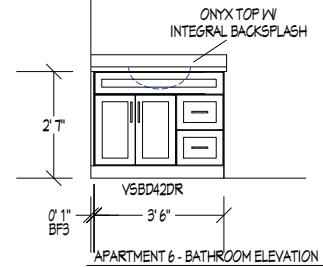


APARTMENT 6 - BATHROOM PLAN

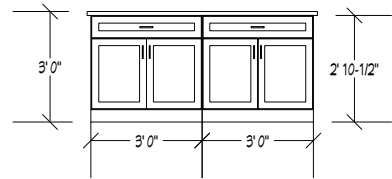


APARTMENT 6 - SOUTH KITCHEN ELEVATION

APARTMENT 6 - WEST KITCHEN ELEVATION



APARTMENT 6 - BATHROOM ELEVATION



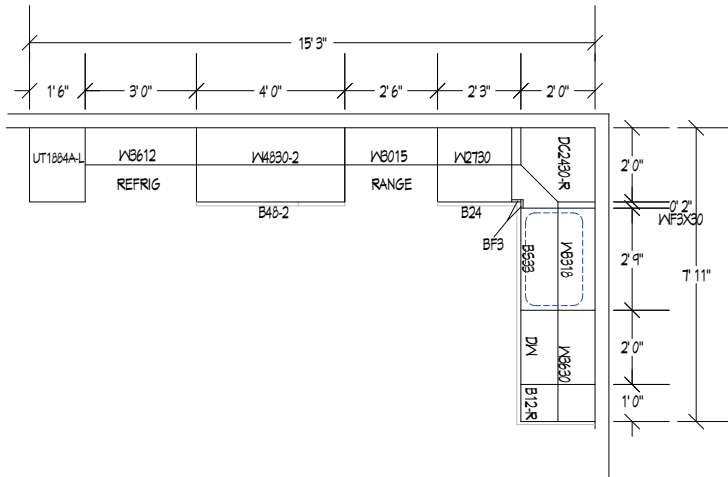
APARTMENT 6 - KITCHEN ISLAND ELEVATION

# City of Franklin - Marcellus Flats

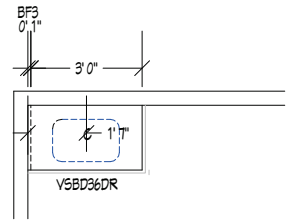
August 2026 Appliance Order

Designer Craft Woodworking  
601 E. Commerce  
Lexington, NE 68850

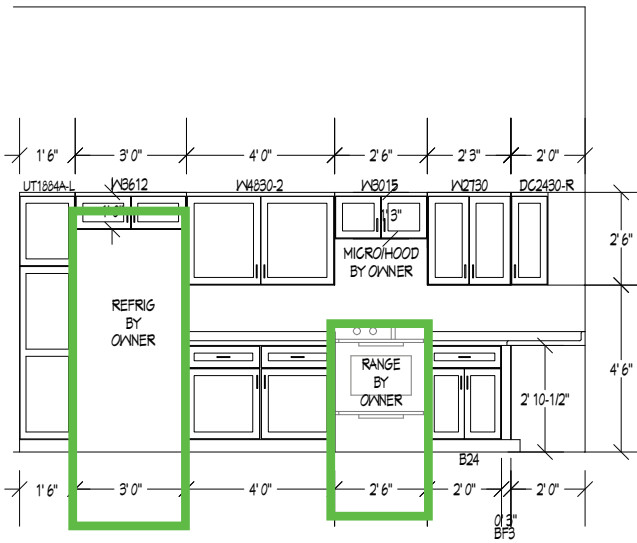
MARCELLUS BUILDING; APARTMENT 7  
1-29-26  
1/4" = 1'-0"



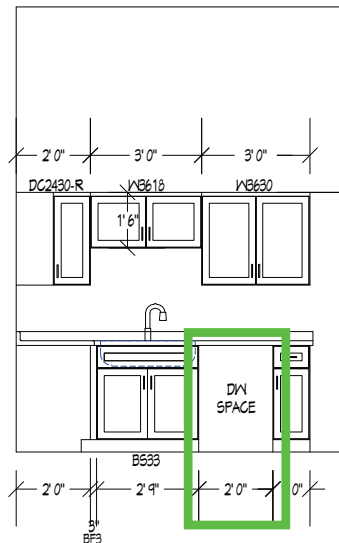
APARTMENT 7 - KITCHEN PLAN



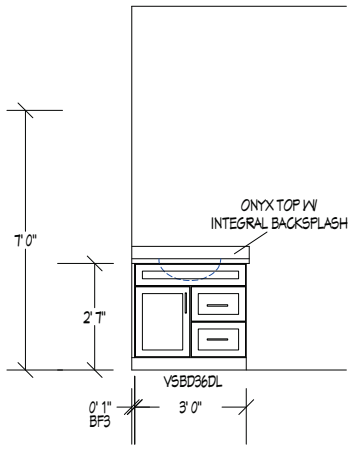
APARTMENT 7 - BATHROOM PLAN



APARTMENT 7 - EAST KITCHEN ELEVATION



APARTMENT 7 - SOUTH KITCHEN ELEVATION



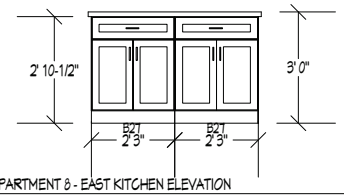
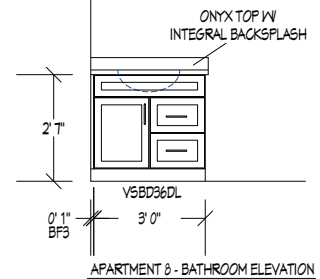
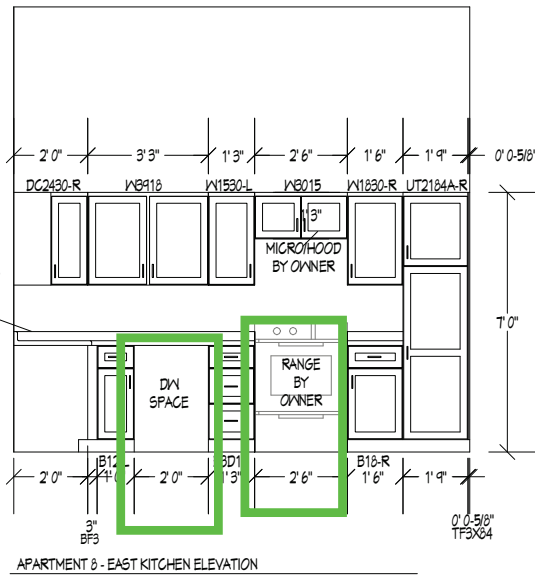
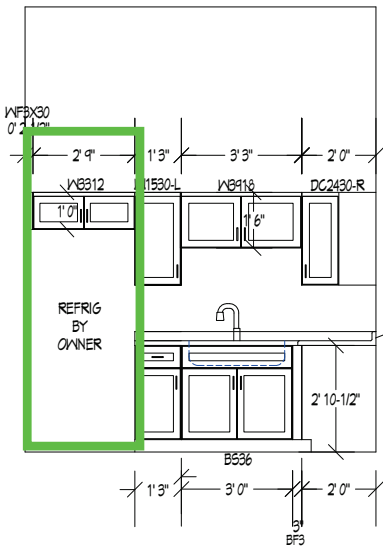
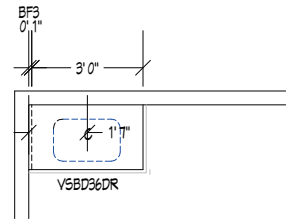
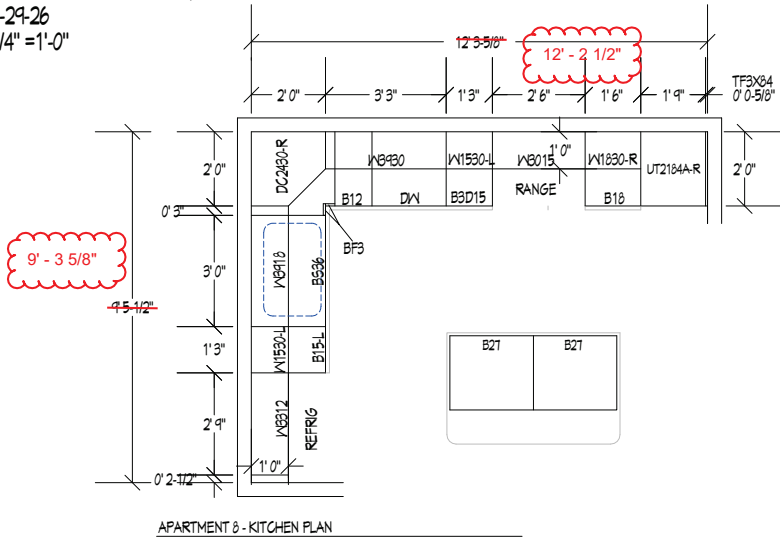
APARTMENT 7 - BATHROOM ELEVATION

# City of Franklin - Marcellus Flats

August 2026 Appliance Order

Designer Craft Woodworking  
601 E. Commerce  
Lexington, NE 68850

MARCELLUS BUILDING; APARTMENT 8  
1-24-26  
1/4" = 1'-0"





## BID FORM – Marcellus Flats Appliances

Due by 6/4/2026 9:00 am

<b>COMPANY NAME</b>	
<b>CONTACT</b>	
<b>PHONE &amp; EMAIL</b>	
<b>WARRANTY DETAILS</b>	
<b>CONFIRMED DELIVERY DATE OF ALL UNITS</b>	

**PROVIDE PHOTO OF EACH APPLIANCE:** with Energy Star rating, brand, details. All plugs and accessories required for functionality are to be included in bid. All electric.

APPLIANCES		QUANTITY	BRAND	PRICE EA	TOTAL
1.	Ranges, 30" w max	8			
2.	Microwaves, mounted above range, 30" w max	8			
3.	Dishwashers, 24" max	8			
4.	Refrigerators, right hand, 36" max (check swing clearance)	4			
5.	Refrigerators, left hand, 36" max (check swing clearance)	4			
6.	Washers, 27" w max	2			
7.	Dryers, 27" w max	2			
8.	Stack washer dryers, 27"w max	6			
9.	Delivery, Installation, other				
<b>TOTAL</b>		<b>42</b>			

*Preferred brands: Whirlpool, GE, LG, or Frigidaire. Models shall be standard residential grade, non-smart, ENERGY STAR where available. Comparable models allowed with documented equivalency.*



## NOTICE OF REQUEST FOR BIDS

### Purchase & Installation of Appliances – 8 Apartments

The City of Franklin, Nebraska is requesting bids for eight (8) sets of appliances for apartments in Marcellus Flats, as specified. Proposals are due: **Thursday, June 4, 9:00 am CST**. Email bids to: City of Franklin, 619 15<sup>th</sup> Avenue, Franklin, NE 68939; Attention: Raquel Felzien at [info@cityoffranklin.net](mailto:info@cityoffranklin.net). Late or incomplete proposals will be rejected. Proposals must be submitted by email with the subject line: **City of Franklin – Apartment Appliances Bid.**

The City of Franklin was granted the Nebraska Department of Economic Development, Nebraska Affordable Housing Trust Fund (NAHTF) grant to partially fund this project. Delivery and installation of all electric appliances must be scheduled between August 24 and September 11, 2026. Confirmation of the exact week available for installation will be provided 30 days prior. The bid shall include the projected delivery time and cost breakdown of the items of eight (8) ranges, microwaves, refrigerators, dishwashers, washers, dryers as specified, and include installation. Advance delivery of appliances is not available until scheduled for installation. Vendors with questions on allowable substitutions must contact the City at least 3 business days prior to bid closing date.

**Additional Information:** The City has contracted with the South Central Economic Development District, Inc. (SCEDD) to provide general grant administrative services and compliance for this project.

Project specifications can be viewed on page 2 of this notice or at <https://www.scedd.us/rfp-documents>. The RFP packet, including the bid form, should be completed and reviewed in full prior to bid submission. Contact Howard Wong of SCEDD, Inc. at [howard@scedd.us](mailto:howard@scedd.us) with any questions.

The City will score the bids and notify the selected vendor by June 10, 2026. The vendor selected will work closely with the City and SCEDD to ensure all grant compliance terms are followed.

Bids will be scored accordingly:

1) Product Design, Appearance, Quality Rating	15 points
2) Cost	15 points
3) Timeliness of delivery and installation	10 points
4) Warranty	10 points
Total	50 points

The City of Franklin reserves the right to reject any and all bids. The City is an equal-opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations and RCRP Program Guidelines. Through the bid process, use of local subcontractors, where possible, is encouraged to support local economic development. The City affirms its preference for small and minority businesses, women’s business enterprises, and labor surplus area firms, as well as a domestic preference for procurements.

*Margaret Siel, Mayor*

# City of Franklin

## Specifications of Marcellus Flats - Appliances

Appliance specifications, dimensions, and power requirements are stated below.

Count	Appliance	Power
8	2'6" max. range	50A, 2P, 208V, 1Ø ckt. NEMA 14-50 plug.
8	2'6"w x 12-18" tall microwave (Depending on Model) above-range	20A, 1P, 120V, 1Ø ckt. NEMA 5-15 or 5-20 plug.
8	2'-0" max dishwasher	20A, 1P, 120V, 1Ø ckt. NEMA 5-15 or 5-20 plug.
4	3'-0" max right hand fridge (make sure to check swing clearance)	20A, 1P, 120V, 1Ø ckt. NEMA 5-15 or 5-20 plug.
4	3'-0" max left hand fridge (make sure to check swing clearance)	20A, 1P, 120V, 1Ø ckt. NEMA 5-15 or 5-20 plug.
2	2'-3" x 2'-10" Individual Washer	20A, 1P, 120V, 1Ø ckt. With 5-15 plug or 5-20 plug
2	2'-3" x 2'-10" Individual dryer	30A, 2P, 208V, 1Ø ckt. With 14-30 plug.
6	2'-3" x 2'-10" stacked washer/dryer	30A, 2P, 208V, 1Ø ckt. With 14-30 plug.

*The standard refrigerators should have an internal automatic ice maker as a water line connection runs to each unit.*

*Two ground level units will have side by side washer dryers for improved accessibility. Six upper-level units will have stacked washer dryer units.*

Preferred brands: Whirlpool, GE, LG, or Frigidaire. Models shall be standard residential grade, non-smart, ENERGY STAR where available. Comparable models allowed with documented equivalency.

**All plugs and accessories required for functionality are to be included in bid. All electric.**

Each apartment kitchen and laundry room layout with dimensions can be viewed:

<https://www.scedd.us/rfp-documents>

ORDINANCE NO. 966

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA TO AMEND CHAPTER 6, ARTICLE 1 OF THE MUNICIPAL CODE; TO ESTABLISH REGULATIONS FOR ANIMALS; TO DEFINE DANGEROUS, POTENTIALLY DANGEROUS, AND VICIOUS DOGS; TO PROVIDE CERTAIN REQUIREMENTS FOR DANGEROUS, POTENTIALLY DANGEROUS, AND VICIOUS DOGS; TO CHANGE THE PENALTIES FOR VIOLATION OF THIS ARTICLE: TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FRANKLIN, NEBRASKA:

Section 1. Chapter 6, Article 1 of the Municipal Code of the City of Franklin, Nebraska is hereby amended to read as follows:

CHAPTER 6 - LAW ENFORCEMENT REGULATIONS

ARTICLE 1. ANIMALS

§6-101 ANIMALS: OWNER DEFINED

Any person who shall harbor or permit any dog, cat, or other animal / household pet to be for ten (10) days or more in or about his or her house, store, or enclosure, or to remain to be fed, shall be deemed the owner and possessor of such dog, cat or other animal and shall be deemed to be liable for all penalties herein prescribed.

§6-102 ANIMALS: NUMBER LIMITED

No person, including a family or guest on or in a premises, shall be allowed to own, keep, maintain, or harbor more than a total combination of three dogs, cats, or other animals / household pets in their household within the limits of the City. This section does not animals that are younger than 16 weeks of age.

§6-103 ANIMALS: MORE THAN THREE REQUIRES A KENNEL LICENSE

If any person, including a family or guest on or in a premises, wishes to keep, raise, breed, or board more than three dogs, cats and / or domesticated animal, or any combination of three dogs, cats or other domesticated animals, that being more than three total animals including dogs, cats, or other domesticated animals four months or more in age, on or in any one premises, he or she must first obtain a kennel permit for each address or premises from the City and secure a

license under the State Commercial Dog and Cat Operator Inspection Act, if necessary. Each kennel permit must comply with all local, state, and federal regulations, including zoning requirements.

The City Clerk shall have an application form for a kennel permit for those residents or businesses desiring to have a kennel, where they may have more than three dogs, cats, or other domesticated animals on or in their premises.

At a minimum, the kennel permit application shall list:

- 1-Name and address of the applicant,
- 2-Location of where the animals will be kept and the current zoning of that location,
- 3-Kind and breed of animals to be kept and how they are to be kept,
- 4-Number of animals to be kept,
- 5-A detailed diagram of the premises, showing dimensions, size, and location of pens and cages and distances from any residence and property line of any other person adjacent to the facility, and
- 6-A fee of \$100.00 shall accompany each kennel application.

No permit shall be issued until proper inspection by City officials and approval by the City Council. Approval of the application shall be indicated on the application form by signatures of the proper City officials and Mayor. No permit shall be issued if the facility will be a detriment to the neighborhood or is in violation of any law or ordinance, including zoning regulations.

Each permit shall be issued for up to one year and must be renewed between January 1 and January 31 of the following year, and each year thereafter. Renewal fees shall be paid each year.

#### §6-104 ANIMALS: KENNEL REGULATION

All animals kept within kennels within the City shall be kept clean and sanitary. All kennels within the City shall be subject to the USDA requirements and standards for operation and sanitation of such kennels.

All animals kept in kennels within the City shall be securely penned up and confined at all times, except when in charge of the owner or some employee of such kennel.

No kennel shall be operated at any place within the City in violation of any other provisions of this Code, state law or City ordinance, rule or regulation, including zoning ordinances.

City officials with enforcement power shall have the right to enter any licensed kennel for the purpose of conducting inspection and enforcement.

A license may be revoked by the city whenever it is determined that the kennel is being operated in violation of this section.

#### §6-105 ANIMALS: LIVESTOCK, WILD, AND EXOTIC ANIMALS PROHIBITED

It shall be unlawful for any person to keep or maintain within the corporate limits any horses, mules, cattle, sheep, goats, hogs, or similar animals, roosters, ducks, geese, turkeys, guineas, or other fowl, or any wild or exotic animal.

#### §6-106 ANIMALS: HENS ALLOWED

A person may keep up to six (6) chicken hens. A person who keeps or houses chicken hens or bantams on his or her property shall comply with all the following requirements:

- a. No more than six (6) chicken hens and/or hen bantams may be kept on anyone (1) zoning lot. Hereinafter "hens" and "hen bantams" will be referenced collectively as "chickens."
- b. The principal use of the property shall be a single-family dwelling, and the license applicant shall be the owner of the property.
- c. No person shall keep any rooster.
- d. No person shall slaughter any chickens.
- e. The chickens shall be provided with a covered fenced enclosure or coop (hereinafter, "chicken enclosure") and must be always kept in the chicken enclosure. Such chicken enclosure shall contain at least four (4) square feet of floor area per chicken, and the chicken enclosure shall provide at least ten (10) square feet of open area per chicken; no chicken enclosure shall exceed one hundred twenty (120) square feet of floor area or exceed seven (7) feet in height.
- f. A person shall not keep chickens in any location on the property other than in the chicken enclosure in the rear yard. For purposes of this section "rear yard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the dwelling and extending to the side lot lines.
- g. No chicken enclosure shall be located closer than ten (10) feet to any property line of an adjacent property.
- h. No chicken enclosure shall be located closer than forty (40) feet to any residential structure on another person's property.

- i. All chicken enclosures shall be constructed or repaired to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.

#### §6-107 ANIMALS: PROCLAMATION

It shall be the duty of the City Council or its representative whenever in its opinion the danger to the public safety from rabid dogs or cats is great or imminent, to issue a proclamation ordering all persons owning, keeping, or harboring any dog or cat to confine it for a period of not less than thirty (30) days or more than ninety (90) days from the date of such proclamation, or until such danger is passed. The dogs or cats may be harbored by any good and sufficient means in a house, garage, or yard on the premises wherein the said owner may reside. Upon issuing the proclamation it shall be the duty of all persons owning, keeping, or harboring any dog or cat to confine the same as herein provided.

#### §6-108 ANIMALS: RUNNING AT LARGE.

No person shall permit any dog or other animal owned, kept, or harbored by him to run at large. All animals found running at large upon the streets, alleys, public grounds, or property of another are hereby declared a public nuisance. The penalty for violation of this section is \$100.00 for the first offense, \$150.00 for the second offense, \$200.00 for the third offense, and \$250.00 for the fourth or subsequent offense in a calendar year. In addition, the city will charge \$35 per day, including partial days, to house the dogs or other animals. The owner picking up any dog or other animal shall be required to comply with rabies vaccination requirements prior to the animal being released.

#### §6-109 ANIMALS: ANIMALS DAMAGING PROPERTY OF OTHERS

It shall be unlawful for the owner of a dog or other animal to allow or permit his dog or other animal to damage the property of others or to cause bodily injury. If the owner is adjudged guilty of a violation of this section, the court may, in addition to the penalty provided for the violation of this Code, order such disposition or destruction of the offending dog or other animal as may seem reasonable and proper.

#### §6-110 ANIMALS: CAPTURE IMPOSSIBLE

The Nuisance Officer and / or Animal Control Authority shall have the authority to kill any animals showing vicious tendencies, or characteristics of rabies which make capture impossible because of the danger involved.

#### §6-111 DOGS: DANGEROUS, POTENTIALLY DANGEROUS, AND VICIOUS ANIMALS GENERALLY

(1) No person shall own, keep or harbor, or allow to be in or upon any premises occupied by him, or under his charge or control, any dangerous animal, potentially dangerous animal, or vicious animal without complying with the requirements of this chapter regarding dangerous, potentially dangerous, or vicious animals.

(2) A dangerous animal is defined as one who, according to the records of the Law Enforcement, Nuisance Officer and / or Animal Control Authority of the City, meets one or more of the following conditions:

- (A) Has killed a human being,
- (B) Has inflicted injury on a human being that requires medical treatment,
- (C) Has killed a domestic animal without provocation, or
- (D) Has been previously determined to be potentially dangerous dog by the city, the owner has received notice from the City or Law Enforcement of such determination, and the dog inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals.

(3) A potentially dangerous animal is defined as one who meets one or more of the following conditions:

- (A) Any animal that when unprovoked:
  - (i) inflict an injury on a human being that does not require medical treatment,
  - (ii) injures a domestic animal, or
  - (iii) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or
- (B) Any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(4) Any other dog which is of a dangerous or ferocious disposition which habitually snaps or manifests a disposition to bite persons or other animals.

(5) No animal may be declared dangerous or potentially dangerous that inflicts injury or damage on a person committing a willful trespass or other tort upon

premises occupied by the owner or lessee of the animal or committing or attempting to commit a crime. No animal may be declared dangerous or potentially dangerous for taking any action to defend or protect a human being within the immediate vicinity of the animal from an unjustified attack or assault. No animal used in connection with lawful activities of law enforcement officials shall be declared a dangerous or potentially dangerous animal.

The court may, in addition to any other fine or judgment, order Law Enforcement, Nuisance Officer and / or Animal Control Authority to forthwith put the animal to death by removing the same to the Animal Shelter for such purpose. Any person found guilty of violating this section shall pay all expenses, including shelter, food, veterinary expenses for identification or certification of the animal, boarding and veterinary expenses necessitated by the seizure of any animal for the protection of the public and such other expenses as may be required for the destruction of any such animal.

#### §6-112 DOGS: DETERMINATION OF POTENTIALLY DANGEROUS OR DANGEROUS

The City shall initiate administrative proceedings to determine an animal to be a potentially dangerous animal or dangerous animal if it meets the definition of potentially dangerous animal or dangerous animal, by service of a notice, in writing, upon such animal's owner either by certified or regular mail to the owner's last-known address or by personal service.

The notice shall contain:

(A) The name and address of the owner whose animal is subject to such determination.

(B) The name (if known) and the description of the animal who is subject to such determination.

(C) A description of the facts which form the basis of such determination.

An owner whose animal is determined to be a potentially dangerous or dangerous animal shall be required to comply with section 6-115 immediately, section 6-114 within 30 days, unless a notice of appeal of the notice order is filed with the City Clerk, provided noncompliance with any of the sections set forth above in this paragraph, shall result in a violation of this section.

An appeal for such determination shall be heard by a hearing officer designated by the City within ten days of the date of the filing of the notice of appeal and shall provide an opportunity for the owner to appear and offer evidence to dispute the determination order. The filing fee for each notice of appeal shall be \$50.00. A decision to affirm or reverse such an order shall be entered into by the hearing officer within ten days of the date of the hearing. The decision of the hearing officer shall be the final decision of the City but may be appealed in accordance with the provisions of Nebraska law. If such an appeal is undertaken, and the animal is being held in custody of the City or the Municipal Animal Shelter, then an appeal bond in an appropriate amount shall be paid to and held by the City to cover the cost of impound or other approved Animal Shelter or veterinarian clinic pending the outcome of the appeal. Costs will be charged to the animal owner.

#### §6-113 DOGS AND CATS: EXCLUDED ANIMALS.

It shall be unlawful for any person to bring any animal into the City, which has, in another jurisdiction, been judicially determined to be a dangerous, potentially dangerous, vicious, a nuisance, or a threat to the health or safety of human beings.

#### §6-114 DOGS: DANGEROUS OR POTENTIALLY DANGEROUS ANIMALS - SPAYING OR NEUTERING: MICROCHIP IDENTIFICATION AND LICENSE REQUIRED.

Any animal determined to be dangerous or potentially dangerous shall be spayed or neutered and implanted with microchip identification by a licensed veterinarian at the owner's expense no less than 30 days after such determination is entered with written proof of spaying or neutering and the microchip identification number being provided to the City Clerk within 72 hours of the procedure being completed.

#### §6-115 DOGS: REQUIREMENTS FOR VICIOUS DOGS, POTENTIALLY DANGEROUS DOGS AND DANGEROUS DOGS.

It shall be unlawful for any person to own, keep, or harbor a vicious dog, potentially dangerous dog, or dangerous dog unless such a dog is kept securely confined as provided in this section.

No person shall permit a vicious dog, potentially dangerous dog, or dangerous dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four feet (4') in length. No person shall permit a vicious dog, potentially dangerous dog, or dangerous dog to be kept on a chain, rope,

or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, any vicious dog, potentially dangerous dog or dangerous dog on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such dog from biting people or other animals.

All vicious dogs, potentially dangerous dogs and dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel, or structure must have secure sides, and a secure top attached to the sides. All structures used to confine vicious dogs, potentially dangerous dogs or dangerous dogs must be locked with a key or combination lock when such animals are within the structure. Such a structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet (2'). All structures erected to house vicious dogs, potentially dangerous dogs or dangerous dogs must comply with all zoning and building regulations of the City. All such structures must be adequately lit and ventilated and kept in a clean and sanitary condition. The pen, kennel, or structure shall be at least ten feet from any property line of the owner and shall also protect the dog from the elements.

No vicious dogs, potentially dangerous dogs or dangerous dogs may be kept on a porch, patio, or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

All owners, keepers, or harborers of vicious dogs, potentially dangerous dogs, or dangerous dogs within the City shall, within ten (10) days display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog". In addition, a similar sign is required to be posted on the kennel or pen of such an animal.

All owners, keepers, or harborers of vicious dogs, potentially dangerous dogs, or dangerous dogs within the City shall carry public liability insurance covering each dog in a single incident amount of not less than \$500,000.00 for bodily injury to or death of any person or persons or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such dogs.

All owners, keepers, or harborers of vicious dogs, potentially dangerous dogs or dangerous dogs within the City shall submit proof of said liability insurance to the City Clerk. The insurance may be in the form of a special liability policy or a standard homeowners or renters insurance policy from a Nebraska licensed insurer which does not have a policy of limiting or excluding such breeds or types of dogs. Proof of insurance must be in the form of a certificate of insurance from said insurer showing coverage for the specific dog sought to be licensed as well as the breed of said dog.

If any vicious dog, potentially dangerous dog or dangerous dog is kept in any manner other than as required in this Section or allowed to run at large, the owner shall be in violation of this section and as part of its judgment the Court may order Law Enforcement, Nuisance Officer and / or Animal Control Authority to put the dog put to death.

#### §6-116 DOGS: INTERFERENCE WITH ENFORCEMENT AUTHORITY

It shall be unlawful for any person to hinder, delay, or interfere with any Law Enforcement Officer, Nuisance Officer and / or Animal Control Authority who is performing any duty enjoined upon him by the provisions of this Article, or to break open, or in any manner directly or indirectly aid, counsel, or advise the breaking open of the animal shelter, any ambulance wagon, or other vehicle used for the collecting or conveying of animals to the shelter.

#### §6-117 ANIMALS: KILLING AND POISONING.

It shall be unlawful to kill, or to administer, or cause to be administered, poison of any sort to a dog, cat, or other animal, or in any manner to injure, maim, or destroy, or in any manner attempt to injure, maim, or destroy any dog, cat, or other animal that is the property of another person, or to place any poison or poisoned food where the same is accessible to a dog, cat, or other animal.

#### §6-118 DOGS: BARKING AND OFFENSIVE

It shall be unlawful for any person to own, keep, or harbor any dog which by loud, continued, or frequent barking, howling, or yelping shall annoy or disturb any neighborhood or person or which habitually barks at or chases pedestrians, drivers, or owners of horses or vehicles while they are on any public sidewalks, streets, or alleys in the Municipality; provided, that the provisions of this Section shall not be construed to apply to the City Impound or other approved animal shelter or veterinarian clinic.

#### §6-119 ANIMALS: LIABILITY OF OWNER

It shall be unlawful for any person to allow a dog, cat, or other animal / household pet owned, kept, or harbored by him, or under his charge or control, to injure or destroy any real or personal property of any description belonging to another person. The owner or possessor of any such dog, cat, or other animal, in addition to the usual judgment upon conviction, may be made to be liable to the person so injured in an amount equal to the value of the damage sustained.

#### §6-120 DOGS: IMPOUNDING

It shall be the duty of the nuisance officer or animal control authority to capture, secure, and remove in a humane manner to the City Animal Shelter any animal violating any of the provisions of this Article. The animals so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day. Each impounded animal shall be kept and maintained at the pound for a period of not less than five (5) days unless reclaimed earlier by the owner. Notice of impoundment of all animals, including any significant marks or identifications, shall be posted at the pound as public notification of such impoundage. Any animal may be reclaimed by its owner during the period of impoundage by payment of one hundred dollars (\$100.00) general impoundment fee for the first impoundment and one hundred and fifty dollars (\$150.00) for all subsequent impoundments in the same calendar year. The owner of a dog being reclaimed shall then be required to comply with the rabies vaccination requirements before release. Animal owner is responsible for the cost of said vaccination which must be paid before release of the dog if proof of current rabies is not provided. If the animal is not claimed at the end of the required waiting period after public notice has been given, Law Enforcement, Nuisance Officer, and / or Animal Control Authority may dispose of the animal in accordance with the applicable rules and regulations pertaining to the same; provided, that if, in the judgment of the Law Enforcement, Nuisance Officer, and / or Animal Control Authority, a suitable home can be found for any such animal, the animal shall be turned over to that person and the new owner shall then be required to pay all fees and meet all licensing and vaccinating requirements provided in this Article. The City shall acquire legal title to any dog, cat, or other animal impounded in the Animal Shelter for a period longer than the required waiting period after giving notice. All animals shall be destroyed and buried in a humane manner unless a suitable home can be found for such an animal.

#### §6-122 ANIMALS: ANIMAL SHELTER

The Animal Shelter shall be safe, suitable, and conveniently located for the impounding, keeping, and destruction of animals. The shelter shall be

sanitary, ventilated, and lighted.

#### §6-123 DOGS AND CATS: SUSPECTED RABIES

Any animal suspected of being afflicted with rabies, or any animal not vaccinated in accordance with the provisions of this Article which has bitten any person and caused an abrasion of the skin, shall be seized and impounded for a period of not less than ten (10) days. If, upon examination by a veterinarian, the animal has no clinical signs of rabies at the end of such impoundment, it may be released to the owner. If the owner of the said animal has proof of vaccination, it shall be confined by the owner or some other responsible person for a period of at least ten (10) days, at which time the animal shall be examined by a licensed veterinarian. If no signs of rabies are observed, the animal may be released from confinement.

#### §6-124 ANIMALS: NUISANCE FEEDING PROHIBITED

The feeding of dogs, cats, or any wild animals except birds and squirrels, by setting out food to be left attended or unattended which attracts or is intended to attract dogs, cats, or wild animals is hereby declared to be a public nuisance and to be unlawful.

#### §6-125 ANIMALS: SANITATION REQUIREMENTS

The owner of any dog, cat, or other animal shall keep any yard, enclosure, shelter structure, or dwelling wherein such animals are kept in a clean and sanitary condition so as not to give off offensive odors which are a source of discomfort to persons residing in the vicinity thereof. The owner shall not allow offal, manure, and waste material of such animal to accumulate or remain in the yard, pen, enclosure, shelter structure, and/or dwelling, upon which such animal resides or is confined in any manner which is conducive to the breeding or attraction of flies, mosquitoes, or other noxious insects or in any manner which endangers the public health or safety or which creates an unhealthy environment. The maintenance or permitting of any of the foregoing conditions on any premises is hereby declared to be a public nuisance. The owner shall, in a sanitary manner, remove or dispose of all offal, manure, and waste material accumulating from such animals at least once every seven days.

#### §6-126 ANIMALS: VIOLATION; PENALTY

Any person who violates any of the provisions of this Article shall be deemed guilty of a misdemeanor and shall be fined as follows: For the first offense, a fine of \$50.00; for a second offense, a fine of \$100.00; and for a third or subsequent offense, a fine of \$150.00 or imprisonment for not to exceed three

(3) months, or both such fine and imprisonment.

Section 2. This ordinance shall be published in pamphlet form as part of the Municipal Code of the City of Franklin, Nebraska.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this day 11, March  
2025

  
\_\_\_\_\_

Margaret M. Siel, Mayor



Attest:

  
\_\_\_\_\_

Raquel Felzien, City Clerk

**ORDINANCE NO. 910**

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA PERTAINING TO THE RATES TO BE PAID FOR SOLID WASTE DISPOSAL; TO AMEND SECTION 4-613 OF THE MUNICIPAL CODE; TO REPEAL THE ORIGINAL SECTION; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; AND TO DECLARE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FRANKLIN, NEBRASKA:

Section 1. That Section 4-613 of the Municipal Code of the City of Franklin, Nebraska, is hereby amended to read as follows:

§ 4-613 SOLID WASTE; RATES.

Each customer who is served by the Municipal solid waste collection service shall pay a fee for such service.

The rates to be paid by private residential customers shall be as follows:

- For each household \$20.00 per month
- For an additional toter (no more than two toters at any residence) \$15.00 per month

The rates to be paid by commercial and governmental customers, hospitals, nursing homes, schools, and apartment buildings or residential complexes containing more than one residential unit shall be based upon the capacity of the disposal container required to contain the volume of solid waste usually generated by the customer in a normal week. The rates to be paid based on the volume of such containers are as follows:

- Toter cart ----- \$20.00 per month
- An additional toter ----- \$15.00 per month

<u>Containers</u>	<u>Once a Week</u>	<u>Twice a Week</u>
2 yard	\$45.00	\$ 85.00
3 yard	\$60.00	\$115.00

Containers in residential areas will be picked up once each week. Commercial, governmental, and multiple occupancy customers will receive weekly service unless a more frequent pickup is agreed upon. Any additional services required by the customer may be negotiated between the customer and the contract hauler and will be at the customer's own expense.

The rates to be paid by private residential customers, commercial and governmental customers, hospitals, nursing homes, schools, and apartment buildings or residential complexes containing more than one residential unit who request a disposal container of and who do not require once a week or twice a week pickup service, shall be based upon

the capacity of the disposal container requested as follows and shall be subject to the following terms and conditions:

<u>Containers</u>	<u>Disposal Fee</u>
3 yard	\$63.00/\$21.00 PER YARD OF WASTE

A monthly fee equal to the disposal fee for the applicable container size is in addition to the above fees for each thirty (30) day period the container is not picked up for disposal by the city. Under no circumstances, may any customers keep a disposal container for longer than six (6) months without said container being picked up for disposal by the city during that period.

The Mayor and Council may, by motion or resolution, determine a periodic fuel surcharge to be added to the charges to be paid for collection of solid waste. The base cost of fuel to be used in determining such fuel surcharge shall be \$2.88 per gallon as the "average diesel fuel price". The surcharge shall be calculated in the following manner:

(Average price of fuel) minus (base price of fuel) times average consumption of fuel per month for solid waste collection and disposal divided by (the number of customers being served by the City's solid waste collection system).

The fuel surcharge as thus determined shall be added to each customer monthly bill and shall be collected by the Municipal Clerk as part of the cost of solid waste collection and disposal.

Bills for solid waste collection and disposal shall be rendered and collected as provided in Section 4-608.

Section 2. That the original provisions of Sec. 4-613 of the Municipal Code are hereby repealed.

Section 3. That this ordinance shall be published in pamphlet form as part of the Municipal Code of the City of Franklin, Nebraska.

Section 4. That this ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 19 day of September 2023.

APPROVED:



ATTEST:

  
City Clerk.

# AIA® Document G702® – 1992

## Application and Certificate for Payment


<b>TO OWNER:</b> City of Franklin 619 15th Avenue Franklin, NE 68939	<b>PROJECT:</b> City of Franklin Downtown Apartments & Commercial Project a/k/a The Marcellus Building Project 615 15th Ave Franklin, NE 68939	<b>APPLICATION NO:</b> 010	<b>Distribution to:</b> OWNER: [X] ARCHITECT: [X] CONTRACTOR: [ ] FIELD: [ ] OTHER: [ ]
<b>FROM</b> RMV Construction LLC	<b>VIA</b> Erickson Sullivan Architects & Associates, LLC	<b>PERIOD TO:</b> April 24, 2026	
<b>CONTRACTOR:</b> 1515 E 11th Street Kearney, NE 68847	<b>ARCHITECT:</b> 110 S. 14th Street, Suite 200 Lincoln, NE 68508	<b>CONTRACT FOR:</b> General Construction	
		<b>CONTRACT DATE:</b> 04-08-2025	
		<b>PROJECT NOS:</b> 35024 / 2510 /	

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703<sup>®</sup>, Continuation Sheet, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM.....	\$1,922,800.00
2. NET CHANGE BY CHANGE ORDERS.....	\$48,348.05
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$1,971,148.05
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$1,021,177.05
5. RETAINAGE:	
a. 10.00% of Completed Work (Column D + E on G703: \$1,021,177.05)=	\$102,117.71
b. 0.00% of Stored Material (Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$102,117.71
6. TOTAL EARNED LESS RETAINAGE.....	\$919,059.34
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$808,646.22
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$110,413.12
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$1,052,088.70

**CONTRACTOR:** *RMV CONSTRUCTION LLC*  
By:  Date: *4/28/26*  
State of: Nebraska  
County of: Buffalo

Subscribed and sworn to before me this *28th* day of *April 2026*  
Notary Public: Kristie R France  
My Commission expires: November 16, 2027

State of Nebraska – General Notary  
**KRISTIE R FRANCE**  
My Commission Expires  
November 16, 2027

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED:** \$110,413.12

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**  Date: *05/05/2026*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$49,063.05	\$715.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$49,063.05</b>	<b>\$715.00</b>

NET CHANGES by Change Order	
	\$48,348.05

Owner or Contractor under this Contract.

# AIA® Document G703® – 1992

## Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
Use Column I on Contracts where variable retainage for line items may apply.

City of Franklin Downtown  
Apartments & Commercial  
Project a/k/a The Marcellus  
Building Project  
615 15th Ave  
Franklin, NE 68939

APPLICATION NO:

010

APPLICATION DATE:

04-27-2026

PERIOD TO:

April 24, 2026

ARCHITECT'S PROJECT NO:

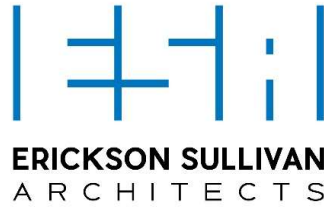
35024

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G+C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
001	General Conditions	338,406.00	210,360.00	22,865.00	0.00	233,225.00	68.92%	105,181.00	0.00
002	Demolition	110,400.00	110,400.00	0.00	0.00	110,400.00	100.00%	0.00	0.00
003	Cast-In-Place Concrete - Reinforcing	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00%	0.00	0.00
004	Cast-In-Place Concrete	22,360.00	2,683.00	0.00	0.00	2,683.00	12.00%	19,677.00	0.00
005	Structural Steel	54,732.00	21,500.00	9,697.00	0.00	31,197.00	57.00%	23,535.00	0.00
006	Rough Carpentry	139,240.00	139,240.00	0.00	0.00	139,240.00	100.00%	0.00	0.00
007	Finish Carpentry / Casework	83,114.00	0.00	0.00	0.00	0.00	0.00%	83,114.00	0.00
008	Insulation	11,683.00	0.00	0.00	0.00	0.00	0.00%	11,683.00	0.00
009	Liner	9,776.00	9,776.00	0.00	0.00	9,776.00	100.00%	0.00	0.00
010	Joint Sealants	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
011	Doors, Frames, and Hardware	92,047.00	11,581.00	0.00	0.00	11,581.00	12.58%	80,466.00	0.00
012	Gypsum Board Assemblies	149,126.00	0.00	25,000.00	0.00	25,000.00	16.76%	124,126.00	0.00
013	Flooring	40,155.00	24,949.00	0.00	0.00	24,949.00	62.13%	15,206.00	0.00
014	Painting	48,193.00	0.00	0.00	0.00	0.00	0.00%	48,193.00	0.00
015	Specialties / Accessories	8,572.00	0.00	0.00	0.00	0.00	0.00%	8,572.00	0.00
016	Fire Suppression	39,950.00	9,987.50	0.00	0.00	9,987.50	25.00%	29,962.50	0.00
017	Plumbing	178,750.00	136,150.00	7,510.25	0.00	143,660.25	80.37%	35,089.75	0.00
018	HVAC	182,950.00	0.00	0.00	0.00	0.00	0.00%	182,950.00	0.00
019	Electrical	184,990.00	73,858.00	48,044.00	0.00	121,902.00	65.90%	63,088.00	0.00
020	Earthwork	23,000.00	1,500.00	0.00	0.00	1,500.00	6.52%	21,500.00	0.00
021	Bond	16,961.00	16,961.00	0.00	0.00	16,961.00	100.00%	0.00	0.00
022	Contractor's Fee	191,295.00	87,995.25	9,565.00	0.00	97,560.25	51.00%	93,734.75	0.00
023	Alternate #003 - Disposal Fees	(8,500.00)	(7,000.00)	0.00	0.00	(7,000.00)	82.35%	(1,500.00)	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO #001	Change Order #001	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
024	RFP #002 - Fire Extinguisher	(715.00)	(715.00)	0.00	0.00	(715.00)	100.00%	0.00
025	COR #001 - Basement - Stone Tuckpointing	26,210.00	26,210.00	0.00	0.00	26,210.00	100.00%	0.00
026	COR #003 - Extend Electrical Service	4,086.05	4,086.05	0.00	0.00	4,086.05	100.00%	0.00
027	RFP #001 - Floor Decking Replacement	4,252.00	4,252.00	0.00	0.00	4,252.00	100.00%	0.00
028	RFP #002 - Fire Extinguisher	50.00	50.00	0.00	0.00	50.00	100.00%	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
CO #002	Change Order #002	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
029	RFP #005 - Radon Mitigation	14,465.00	11,572.00	0.00	0.00	11,572.00	80.00%	2,893.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
	<b>GRAND TOTAL</b>	<b>1,971,148.05</b>	<b>898,495.80</b>	<b>122,681.25</b>	<b>0.00</b>	<b>1,021,177.05</b>	<b>51.81%</b>	<b>949,971.00</b>

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**Bill to:**  
 Margaret Siel, Mayor  
 City of Franklin, Nebraska  
 619 15th Avenue  
 Franklin, NE 68939  
 ap@cityoffranklin.net



**Date:** 5/1/2026  
**Invoice:** 14-35024  
**Due date:** 5/15/2026

**Project: City of Franklin Downtown Apartments and Commercial**  
**Project #: 35024**

Amount due for Architectural Services for the period ending April 30, 2026:

<b>Description: Lump Sum Fee of \$148,500 + Reimbursable Expenses</b>						<b>Amount</b>
Service Type:	Contract Fee:	Percentage Complete:	Billed to Date:	Previous Fee Billing:	Current Fee Billing:	
Construction Documents Phase:	\$44,550.00	100%	\$44,550.00	\$44,550.00	\$0.00	
Procurement Phase:	\$7,425.00	100%	\$7,425.00	\$7,425.00	\$0.00	
Construction Phase:	\$37,125.00	75%	\$27,843.75	\$25,987.50	\$1,856.25	
Basic Compensation Due this Invoice:					\$1,856.25	
Reimbursable Expenses:					\$0.00	
Total Due This Period:					\$1,856.25	
Finance Charge:					\$0.00	
<b>Total Due This Invoice:</b>					<b>\$1,856.25</b>	

Thank you,



Trevor L. Hull, AIA

Unpaid balances overdue 30 days from this Statement Date are subject to a finance charge of 1% per month.



South Central Economic Development District, Inc.

POB 79; 401 East Ave (2nd Floor)

Holdrege, NE 68949

# Invoice

Date	Invoice #
5/1/2026	2086

<b>Bill To</b>
City of Franklin 619 15th Avenue Franklin, NE 68939

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Trust Fund Grant Administration for the City of Franklin 24-TFRH-34017 - 75% Benchmark met for project rehabilitation costs	4,950.00	4,950.00
		<b>Total</b>	\$4,950.00

# AIA Document G702® – 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> City of Franklin 619 15th Avenue Franklin, NE 68939	<b>PROJECT:</b> City of Franklin Downtown Apartments & Commercial Project - Exterior Facade Project 619 15th Avenue Franklin, NE 68939	<b>APPLICATION NO:</b> 001	<b>Distribution to:</b> OWNER : [X] ARCHITECT : [X] CONTRACTOR : [ ] FIELD : [ ] OTHER : [ ]
<b>FROM</b> RMV Construction LLC	<b>VIA</b> Erickson Sullivan Architects & Associates, LLC	<b>PERIOD TO:</b> April 24, 2026	
<b>CONTRACTOR:</b> 1515 E 11th Street Kearney, NE 68847	<b>ARCHITECT:</b> 110 S. 14th Street, Suite 200 Lincoln, NE 68508	<b>CONTRACT FOR:</b> General Construction	
		<b>CONTRACT DATE:</b> 07-06-2026	
		<b>PROJECT NOS:</b> 35024 / 2510 /	

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

<b>1. ORIGINAL CONTRACT SUM</b> .....	\$313,275.00
<b>2. NET CHANGE BY CHANGE ORDERS</b> .....	\$0.00
<b>3. CONTRACT SUM TO DATE</b> (Line 1 ± 2).....	\$313,275.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703).....	\$68,107.00
<b>5. RETAINAGE:</b>	
<b>a.</b> 0.00% of Completed Work	
(Column D + E on G703:         \$68,107.00)=	\$0.00
<b>b.</b> 0.00% of Stored Material	
(Column F on G703:             \$0.00)=	\$0.00
<b>Total Retainage</b> (Lines 5a + 5b or Total in Column I of G703).....	\$0.00

**CONTRACTOR:** RMV Construction LLC  
By: [Signature] Date: 4/28/26  
State of: NEBRASKA  
County of: BUFFALO

Subscribed and sworn to before me this 28th day of April 2026  
Notary Public: Kristie R France  
My Commission expires: November 16, 2027

State of Nebraska – General Notary  
KRISTIE R FRANCE  
My Commission Expires  
November 16, 2027

<b>6. TOTAL EARNED LESS RETAINAGE</b> ..... (Line 4 Less Line 5 Total)	\$68,107.00
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> ..... (Line 6 from prior Certificate)	\$0.00
<b>8. CURRENT PAYMENT DUE</b> .....	\$68,107.00
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$245,168.00

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED**..... \$68,107.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00



NET CHANGES by Change Order	\$0.00
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# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
City of Franklin Downtown Apartments &  
Commercial Project  
Franklin, NE

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: 04/03/2025

**CHANGE ORDER INFORMATION:**  
Change Order Number: 003  
  
Date: 05/07/2026

**OWNER:** *(Name and address)*  
City of Franklin Nebraska  
619 15th Avenue  
Franklin, NE 68939

**ARCHITECT:** *(Name and address)*  
Erickson Sullivan Architects  
110 S. 14th Street, Suite 200  
Lincoln, NE 68508

**CONTRACTOR:** *(Name and address)*  
RMV Construction LLC  
1515 E. 11th Street  
Kearney, NE 68847

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Changes to the project according to the attached summary, including the following:

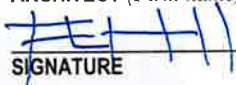
- COR-004R - East Beam and Structural Components - Add \$10,699.00
- COR-006 - Electrical Changes - Add \$4,976.65
- RFP-004 - Brick Tuckpointing - Add \$6,870.00
- RFP-007 - Fire Marshal Response - Add \$1,687.00
- RFP-008 - Add Floor Insulation - Add \$10,023.00
- RFP-009 - Access Panels - \$2,309.00
- RFP-010 - Plumbing Chases and MEP Updates - Add \$10,368.00

The original Contract Sum was	\$ 1,922,800.00
The net change by previously authorized Change Orders	\$ 48,348.05
The Contract Sum prior to this Change Order was	\$ 1,971,148.05
The Contract Sum will be increased by this Change Order in the amount of	\$ 46,932.65
The new Contract Sum including this Change Order will be	\$ 2,018,080.70

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be October 1, 2026

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Erickson Sullivan Architects  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*  
  
\_\_\_\_\_  
**SIGNATURE**  
Trevor L. Hull, Principal  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**  
5/7/26  
\_\_\_\_\_  
**DATE**

RMV Construction  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*  
\_\_\_\_\_  
**SIGNATURE**  
Steven Buckley, Project Manager  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**  
\_\_\_\_\_  
**DATE**

City of Franklin  
\_\_\_\_\_  
**OWNER** *(Firm name)*  
\_\_\_\_\_  
**SIGNATURE**  
Margaret Scil, Mayor  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**  
\_\_\_\_\_  
**DATE**



May 7th, 2025

### **City of Franklin Downtown Apartments and Commercial**

Review :

CORs 004, & 006.

RFPs 003, 004, 007, 008, 009, & 010

---

#### **COR-004R – East Beam and structural components** (in response to ESI-#004R)

**Proposed Cost:** \$10,699.00

**Summary:** The Beam at the front of the building was found to be damaged more than originally anticipated. This cost addressed the addition of this beam

**Recommendation:** R.O. Youker has reviewed this pricing and feels that it is acceptable for the scope of work. We recommend approval of this COR.

---

#### **COR-006 – Electrical Changes** (Response to RFI-057)

**Proposed Cost:** \$4,976.65

**Summary:** Eight new Outlets were added in order to comply with National Electrical Code as it relates to signage.

**Recommendation:** Geary Engineering has reviewed this pricing and feels that it is acceptable for the scope of work completed. We recommend approval of this COR.

---

#### **RFP-003 – Roof Structure and Opening Reinforcement**

**Proposed Cost:** \$18,540

**Summary:** Replacement of existing beams and structure damaged by water.

**Recommendation:** R.O. Youker and ESA are reviewing this information.

---

#### **RFP-004 – Brick Tuckpointing**

**Proposed Cost:** \$6,870

**Summary:** Previously, an amount (\$14,084) was approved for the interior brick tuckpointing in the form of a not-to-exceed number. This is the final number that will actually be paid.

**Recommendation:** We recommend approval of this COR.

---

#### **RFP-007 – Fire Marshal Response**

**Proposed Cost:** \$1,687

**Summary:** As part of a review by the fire marshal a few small changes had to be made to doors and door hardware for compliance.

**Recommendation:** After review of the pricing We recommend approval of this COR

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**RFP-008 – Floor Insulation**

**Proposed Cost:** \$10,023

**Summary:** In a request from the City, insulation is proposed to be installed in the floor/ceiling between the first and second floor.

**Recommendation:** After review of the pricing We recommend approval of this COR

---

**RFP-009 – Access Panels**

**Proposed Cost:** \$2,309

**Summary:** In order to provide easier access to concealed HVAC equipment an access panel was added to the spaces above the restrooms in the commercial spaces.

**Recommendation:** After review of the pricing, We recommend approval of this COR

---

**RFP-010 – Plumbing Chases and MEP Updates**

**Proposed Cost:** \$10,368

**Summary:** In order to conceal plumbing from above, a new soffit was added to the interior spaces. This RFP also addresses various MEP questions that arose during installation. These MEP questions include adding lighting in laundry rooms, changes in duct, lights in mechanical lofts, and exterior lighting.

**Recommendation:** Geary Engineering and ESA have reviewed this pricing and feel that it is acceptable for the scope of work. We recommend approval of this COR.



# RMV Construction LLC

1515 E 11th Street  
Kearney, NE 68847  
Phone: 308-893-2010 Fax: 308-238-0910

# CHANGE ORDER REQUEST

No. 004

**TITLE:** ESI #004R - New East Beam

**DATE:** March 30, 2026

**PROJECT:** City of Franklin - The Marcellus Building Renovation

**JOB #:** 2510

**TO:** Erickson Sullivan Architects  
110 S. 14th Street, Suite 200  
Lincoln, NE 68508

**PR/COR void if not accepted  
within 15 days.**

**ATTN:** Trevor Hull

### DESCRIPTION OF CHANGE

See attached sheet S102 and sketches SK-3 & SK-4 for drawing revisions and additions resulting from the discovery that the wood beam over the storefront and the east end of the second floor center wood beam were rotted. These update the new beam size to reflect the field measured wall thickness.

Item	Description	Net Amount
00001	Materials -	\$ 345
00002	Labor -	\$ 3,380
00003	Small Tools -	\$ 104
00004	Equipment -	\$ -
00005	Site Supervision - 8 Hrs at \$ 75 Per Hr	\$ 600
00006	Project Management - 2 Hrs at \$ 85 Per Hr	\$ 170
00007	General Conditions - 1 Days at \$ 595 Per Day	\$ 595
00008	4G Fabrication -	\$ 2,900
00009	Done Right Masonry -	\$ 1,500
00010	-	\$ -
00011	-	\$ -
00012	-	\$ -
00013	-	\$ -
00014	Profit / Fee - RMV Construction LLC	\$ 779
00015	Profit / Fee - Subcontractors / Suppliers	\$ 220
00016	Bond / Insurance	\$ 106
<b>Total:</b>		<b>\$ 10,699</b>

APPROVAL: By approval of authorized parties below, RMV Construction LLC is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By:   
Steven Buckley

By: \_\_\_\_\_  
Trevor Hull

By: \_\_\_\_\_  
Margaret Seil

RMV Construction LLC

Erickson Sullivan Architects

City of Franklin

Date: 3/30/2026

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# RMV Construction LLC

# CHANGE ORDER REQUEST BREAKDOWN

1515 E 11th Street

No. 004

Kearney, NE 68847

Phone: 308-893-2010 Fax: 308-238-0910

**PROJECT:** City of Franklin - The Marcellus Building Renovation

**JOB #:** 2510

**TITLE** ESI #004R - New East Beam

**DESCRIPTION OF CHANGE**

See attached sheet S102 and sketches SK-3 & SK-4 for drawing revisions and additions resulting from the discovery that the wood beam over the storefront and the east end of the second floor center wood beam were rotted. These update the new beam size to reflect the field measured wall thickness.

**RMV Construction LLC Labor / Material / Equipment**

Item	Description					Value
Materials						\$ 345
Labor						\$ 3,380
Small Tools						\$ 104
Equipment						\$ -
Site Supervision	8	Hrs	x	\$ 75	Per Hr	\$ 600
Project Management	2	Hrs	x	\$ 85	Per Hr	\$ 170
General Conditions	1	Days	x	\$ 595	Per Day	\$ 595
<b>Subtotal RMV Construction LLC</b>						<b>\$ 5,194.00</b>

**Subcontractors / Suppliers**

Company	Scope / Description	Value
4G Fabrication		\$ 2,900.00
Done Right Masonry		\$ 1,500.00
		\$ -
		\$ -
		\$ -
		\$ -
<b>Subtotal Subcontractors / Supplier</b>		<b>\$ 4,400.00</b>

Subtotal - RMV / Subcontractors / Suppliers		\$ 9,594.00
Profit / Fee - RMV Construction LLC	15%	\$ 779.10
Profit / Fee - Subcontractors / Suppliers	5%	\$ 220.00
Bond / Insurance	1%	\$ 106.00
<b>Total Change Order Request</b>		<b>\$ 10,699.10</b>

Additional Days Requested to Contract 0 days

---

**Marcellus Building - ESI #004R**

---

**Charlie** <Charlie@4gsteeffab.com>  
To: Steven Buckley <steven@rmvconst.com>

Mon, Dec 15, 2025 at 6:17 PM

Price for us to provide added steel beam, tube, and plates per attached will be \$ 2,900.00, plus tax.

Price includes shop drawing, one coat shop primer, 3/4" Dia. Thru Bolt, and delivery to job site.

Thanks,

Charlie Fleck - Co-Owner/Manager

**4G Steel Fabrication, LLC - 4851 South 16<sup>th</sup> St. - Lincoln, NE 68512**

**Cell: [402-430-6513](tel:402-430-6513) (Preferred) Office: [402-904-8578](tel:402-904-8578) (if Not at Cell)**



*Teamwork – Individual Commitment to a Group Effort – That Is What Makes a Team Work, a Company Work, a Society Work, a Civilization Work – Vince Lombardi*

---

**From:** Steven Buckley <steven@rmvconst.com>  
**Sent:** Tuesday, December 9, 2025 8:08 AM  
**To:** Charlie <Charlie@4gSteelFab.com>; Jake Ford <Jake@4gSteelFab.com>  
**Subject:** Marcellus Building - ESI #004R

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Charlie / Jake -

Could I please get a proposal per the attached?

If you have any questions, please let me know.

Thanks,

## Steven Buckley

**Project Manager | RMV Construction LLC**

1515 E 11<sup>th</sup> Street | Kearney, NE 68847

Office: 308.893.2010 | Cell: 785.282.0548

E-mail: [steven@rmvconst.com](mailto:steven@rmvconst.com)



[Quoted text hidden]



**24124-Franklin-ESI-004R-2025-11-03.pdf**  
514K

## ENGINEER'S SUPPLEMENTAL INSTRUCTION

---

**Project:** 24124 - Franklin Marcellus Building

**ESI No.:** 004R

**Date:** November 3, 2025

**By:** Michael Eisenbarth, P.E., S.E.

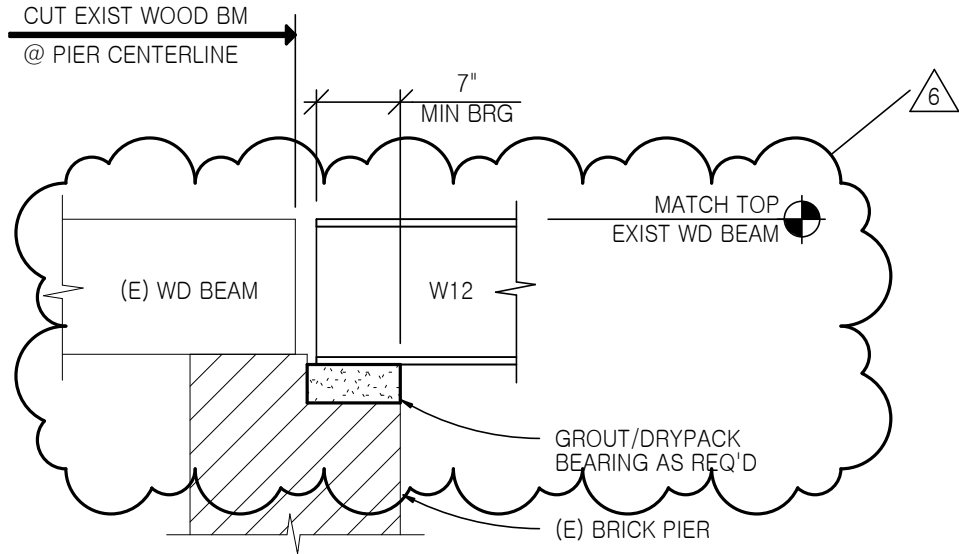
---

### REVISIONS TO DRAWINGS

1. See attached sheet S102 and sketches SK-3 & SK-4 for drawing revisions and additions resulting from the discovery that the wood beam over the storefront and the east end of the second floor center wood beam were rotted. These update the new beam size to reflect the field measured wall thickness.

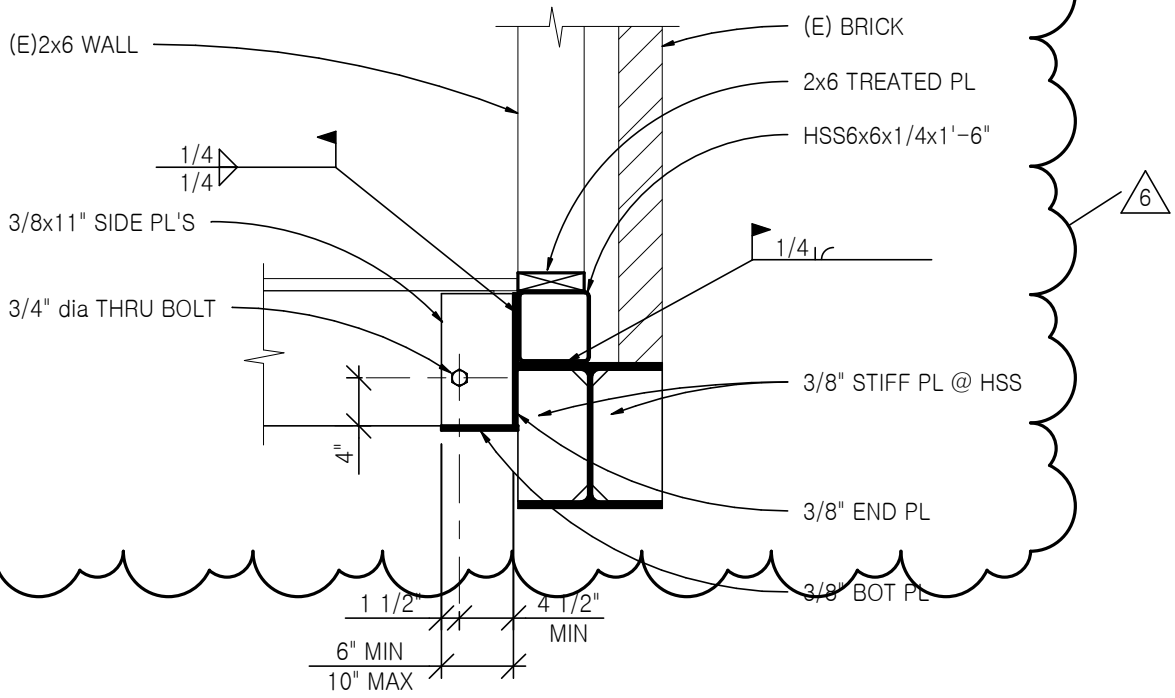
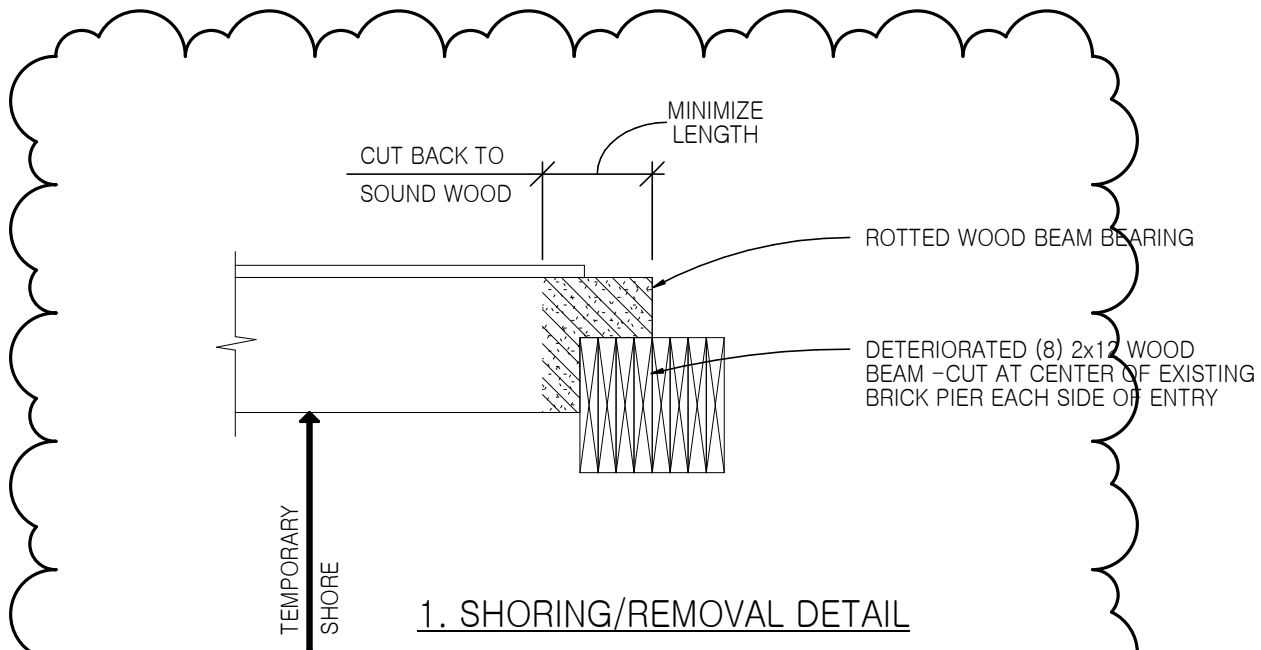
End of ESI





1 EAST BEAM BEARING DETAIL  
 3/4" = 1'-0"

<b>CITY OF FRANKLIN DOWNTOWN APARTMENTS</b>			
<b>RO YOUKER</b> STRUCTURAL ENGINEERING 811 S. 13th Street LINCOLN, NEBRASKA 68508   (402) 477-7640	<b>ERICKSON SULLIVAN</b> 110 S. 14th ST, SUITE 200, LINCOLN NE 68508		<b>SK-3</b>
	Engr Project No. 24124	Date: 10/02/25	
	Scale: 3/4" = 1'-0"	Drawn By: rif	Ref Sht: S102



1 BEAM REPLACEMENT  
 3/4" = 1'-0"

<b>CITY OF FRANKLIN DOWNTOWN APARTMENTS</b>			
<b>RO YOUKER</b> STRUCTURAL ENGINEERING 811 S. 13th Street LINCOLN, NEBRASKA 68508   (402) 477-7640	<b>ERICKSON SULLIVAN</b> 110 S. 14th ST, SUITE 200, LINCOLN NE 68508		<b>SK-4</b>
	Engr Project No. 24124	Date: 10/02/25	
	Scale: 3/4" = 1'-0"	Drawn By: rif	Ref Sht: S102



# RMV Construction LLC

1515 E 11th Street  
Kearney, NE 68847

Phone: 308-893-2010 Fax: 308-238-0910

# CHANGE ORDER REQUEST

No. 006

**TITLE:** RFI #057 - Commercial Space - Electrical  
**PROJECT:** City of Franklin - The Marcellus Building Renovation  
**TO:** Erickson Sullivan Architects  
110 S. 14th Street, Suite 200  
Lincoln, NE 68508

**DATE:** April 7, 2026  
**JOB #:** 2510

**ATTN:** Trevor Hull

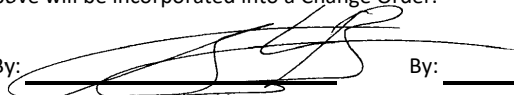
**PR/COR void if not accepted  
within 15 days.**

### DESCRIPTION OF CHANGE

RFI #057 Response: In accordance with NEC 2023 210.62, please provide (8) receptacles mounted at 12" below the ceiling on the east interior wall of the building. Provide one receptacle centered above each window, including windows above doors. Receptacles shall be on (8) dedicated 20/1 circuits, (3) circuits on panel 'CB' and (5) circuits on panel 'CA'.

Item	Description	Net Amount
00001	Materials -	\$ -
00002	Labor -	\$ -
00003	Small Tools -	\$ -
00004	Equipment -	\$ -
00005	Site Supervision - 2 Hrs at \$ 75 Per Hr	\$ 150
00006	Project Management - 1 Hrs at \$ 85 Per Hr	\$ 85
00007	General Conditions - 1 Days at \$ 595 Per Day	\$ 595
00008	Cornerstone Electric -	\$ 3,783
00009	-	\$ -
00010	-	\$ -
00011	-	\$ -
00012	-	\$ -
00013	-	\$ -
00014	Profit / Fee - RMV Construction LLC	\$ 125
00015	Profit / Fee - Subcontractors / Suppliers	\$ 189
00016	Bond / Insurance	\$ 50
<b>Total:</b>		<b>\$ 4,977</b>

APPROVAL: By approval of authorized parties below, RMV Construction LLC is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By:   
Steven Buckley

RMV Construction LLC

Date: 4/7/2026

By: \_\_\_\_\_  
Trevor Hull

Erickson Sullivan Architects

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Margaret Seil

City of Franklin

Date: \_\_\_\_\_



# RMV Construction LLC

# CHANGE ORDER REQUEST BREAKDOWN

1515 E 11th Street

No. 006

Kearney, NE 68847

Phone: 308-893-2010 Fax: 308-238-0910

**PROJECT:** City of Franklin - The Marcellus Building Renovation

**JOB #:** 2510

**TITLE** RFI #057 - Commercial Space - Electrical

**DESCRIPTION OF CHANGE**

RFI #057 Response: In accordance with NEC 2023 210.62, please provide (8) receptacles mounted at 12" below the ceiling on the east interior wall of the building. Provide one receptacle centered above each window, including windows above doors. Receptacles shall be on (8) dedicated 20/1 circuits, (3) circuits on panel 'CB' and (5) circuits on panel 'CA'.

**RMV Construction LLC Labor / Material / Equipment**

Item	Description					Value
Materials						\$ -
Labor						\$ -
Small Tools						\$ -
Equipment						\$ -
Site Supervision	2	Hrs	x	\$ 75	Per Hr	\$ 150
Project Management	1	Hrs	x	\$ 85	Per Hr	\$ 85
General Conditions	1	Days	x	\$ 595	Per Day	\$ 595
<b>Subtotal RMV Construction LLC</b>						<b>\$ 830.00</b>

**Subcontractors / Suppliers**

Company	Scope / Description	Value
Cornerstone Electric		\$ 3,783.00
		\$ -
		\$ -
		\$ -
		\$ -
<b>Subtotal Subcontractors / Supplier</b>		<b>\$ 3,783.00</b>

Subtotal - RMV / Subcontractors / Suppliers		\$ 4,613.00
Profit / Fee - RMV Construction LLC	15%	\$ 124.50
Profit / Fee - Subcontractors / Suppliers	5%	\$ 189.15
Bond / Insurance	1%	\$ 50.00
<b>Total Change Order Request</b>		<b>\$ 4,976.65</b>

Additional Days Requested to Contract 0 days



RFI #057 Store Front Receptacles

Quantity	Description	Unit		Labor	
		Price	Total	Unit	Total
545	Ft 12/2 MC Cable with Ground	0.63	342.99	0.038	20.601
8	U Raco 8355 Switch Box	4.00	32.00	0.322	2.576
8	U P&S TR5362 I Receptacle	4.46	35.68	0.353	2.824
8	U P&S P8I Plate	0.48	3.84	0.119	0.952
8	U Ground Pig Tail	1.25	10.00	0.000	0.000
8	U MC Cable Connector	0.83	6.64	0.217	1.736
			0.00		0.000
	Total Material & Labor Add		431.15		28.69



January 15th, 2026

Mr. Steven Buckley  
RMV Construction  
steven@rmvconst.com

RE: City of Franklin Downtown Apartments and Commercial – **Request For Proposal #6 – Beam Replacement**

Mr. Buckley,

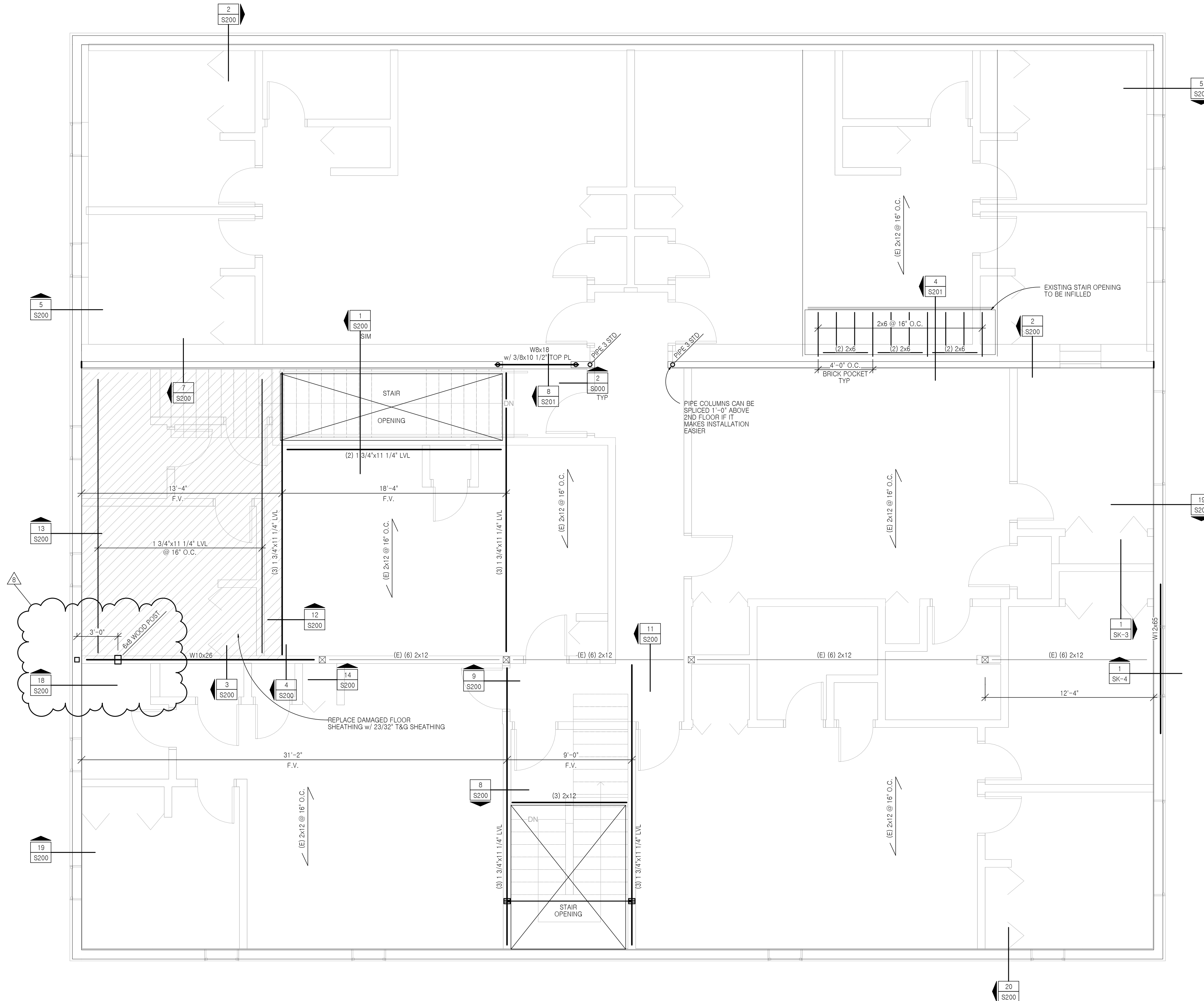
*Please provide a proposal outlining the revisions to the construction documents as detailed herein to complete all necessary labor and material to meet the intent of this request for proposal, including cost breakdown, and total costs for changes to the General Construction Contract Documents as detailed herein.*

Please provide pricing and credit where applicable for structural replacement described here. Please provide detailed cost breakouts for required work including travel, labor, materials.

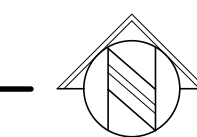
Thank you,

Ben Brewer

A handwritten signature in black ink, appearing to read "Ben Brewer", written in a cursive style.



1 SECOND FLOOR FRAMING PLAN  
1/4" = 1'-0"



COPYRIGHT © 2025  
All rights reserved. All information contained herein is property of Erickson Sullivan Architects. No part of these drawings may be reproduced in any form or by any means without prior written permission of Erickson Sullivan Architects.  
Note: Original drawing format is 22" x 34". Any other sheet size will affect drawing scale.  
Erickson Sullivan Architects  
Certificate of Authorization No: CA-4491

CONSULTANTS:

STRUCTURAL ENGINEER:  
**RO YOUKER**  
STRUCTURAL ENGINEERING  
811 S. 13th Street, Lincoln, NE 68508  
Project No: 2424  
www.royouker.com  
Certificate of Authorization No: CA-0025

MEP ENGINEERS:  
**GEARY**  
ENGINEERING, INC.  
7800 O STREET SUITE 100 Lincoln, Nebraska 68510  
Tel: (402) 489-7827  
Certificate of Authorization No: CA-0405

CIVIL ENGINEER:  
**REGA**  
ENGINEERING  
601 OLD CHENEY RD, SUITE A LINCOLN, NEBRASKA 68512  
Tel: (402) 484-7342  
Certificate of Authorization No: CA-1678



**CITY OF FRANKLIN DOWNTOWN APARTMENTS**

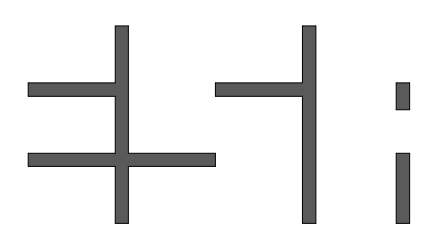
615 15th Ave  
Franklin, NE 68939

PROJECT NO. 35024

100% DOCUMENTS

DATE: FEBRUARY 10, 2025

REV.	DATE	REF.
6	11/03/2025	
7	12/24/2025	
8	01/14/2026	

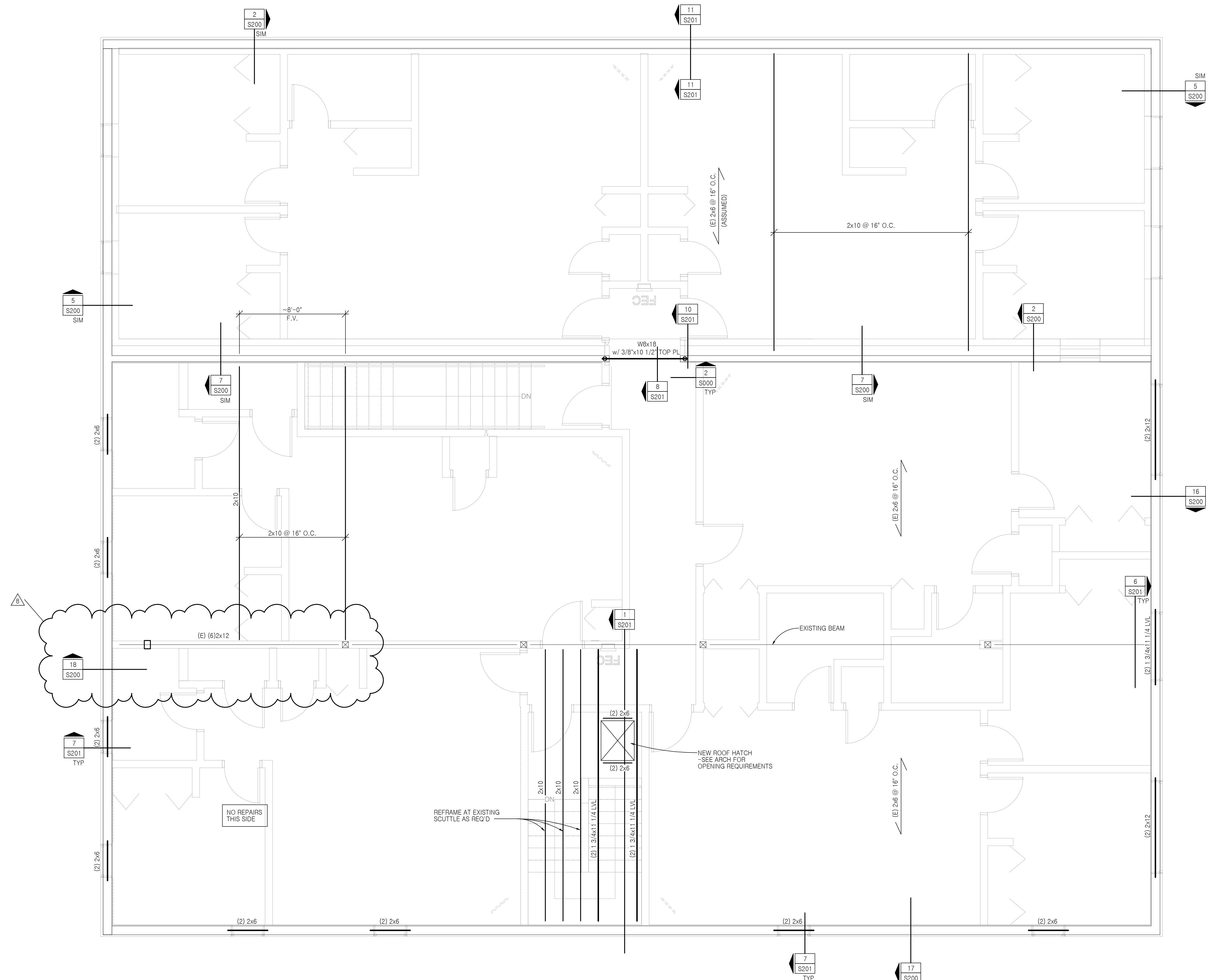


**ERICKSON SULLIVAN ARCHITECTS**

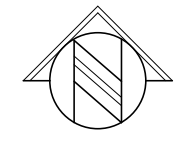
110 S. 14TH STREET, SUITE 200  
LINCOLN, NE 68508 TEL. 402.475.1787

**S102**

SECOND FLOOR FRAMING PLAN



1 SECOND FLOOR CEILING FRAMING PLAN  
1/4" = 1'-0"



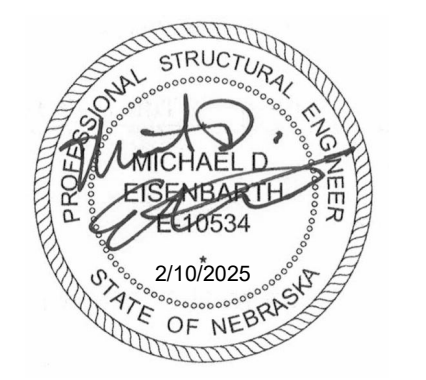
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Erickson Sullivan Architects  
Certificate of Authorization No: CA-4491

CONSULTANTS:

STRUCTURAL ENGINEER:  
**RO YOUKER**  
STRUCTURAL ENGINEERING  
811 S. 13th Street, Lincoln, NE 68508  
Project No 2424  
p.402.477.7640  
www.royouker.com  
Certificate of Authorization No: CA-0025

MEP ENGINEERS:  
**GEARY**  
ENGINEERING, INC.  
7800 O' STREET SUITE 100  
Lincoln, Nebraska 68510  
Tel. (402) 489-7827  
Certificate of Authorization No: CA-0405

CIVIL ENGINEER:  
**REGA**  
ENGINEERING  
601 OLD CHENEY RD, SUITE A  
LINCOLN, NEBRASKA 68513  
(402) 484-7342  
Certificate of Authorization No: CA-1678

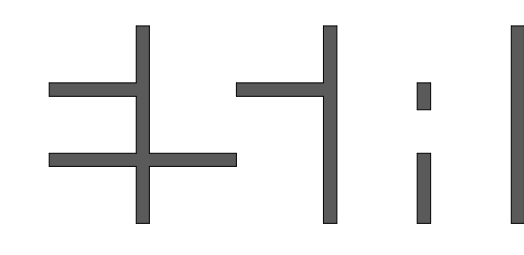


CITY OF  
**FRANKLIN**  
**DOWNTOWN**  
**APARTMENTS**

615 15th Ave  
Franklin, NE 68939  
PROJECT NO. 35024

100% DOCUMENTS  
DATE: FEBRUARY 10, 2025

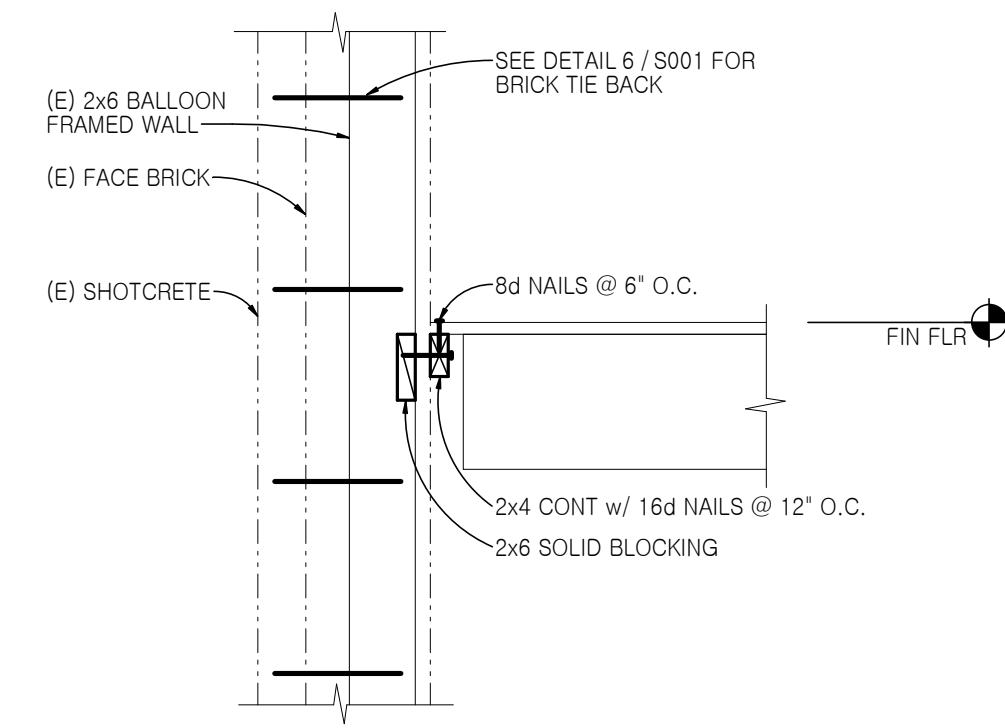
REV.	DATE	REF.
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7	12/24/2025	
8	01/14/2026	



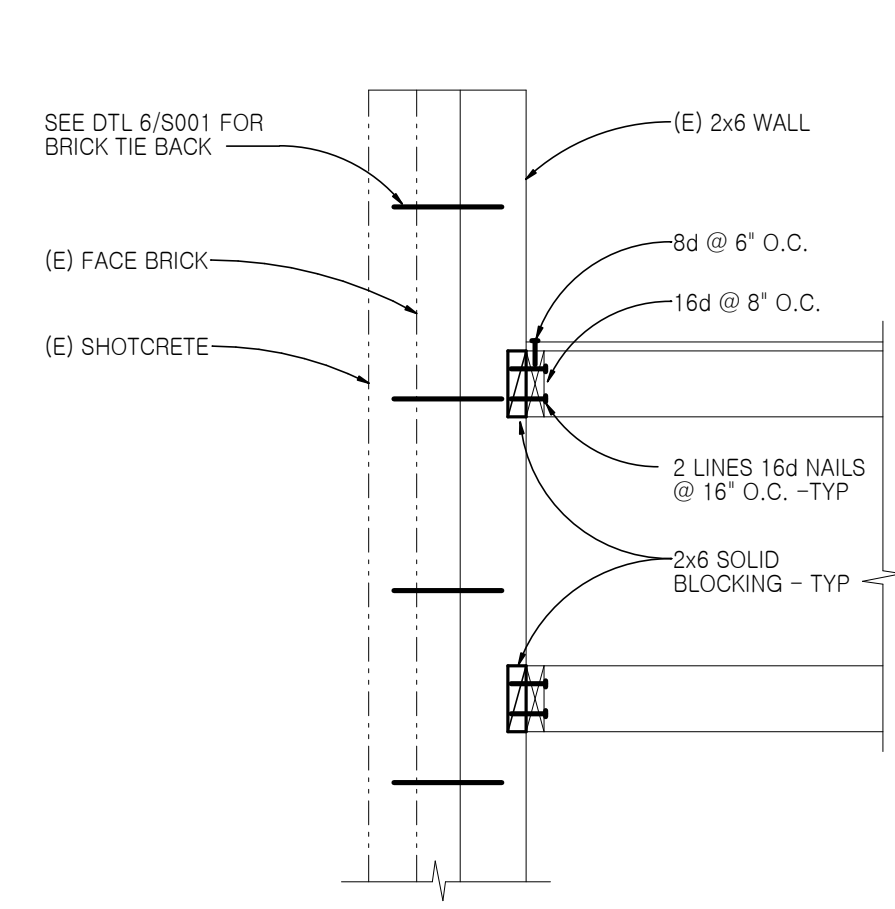
**ERICKSON SULLIVAN**  
ARCHITECTS

110 S. 14TH STREET, SUITE 200  
LINCOLN, NE 68508 TEL. 402.475.1787

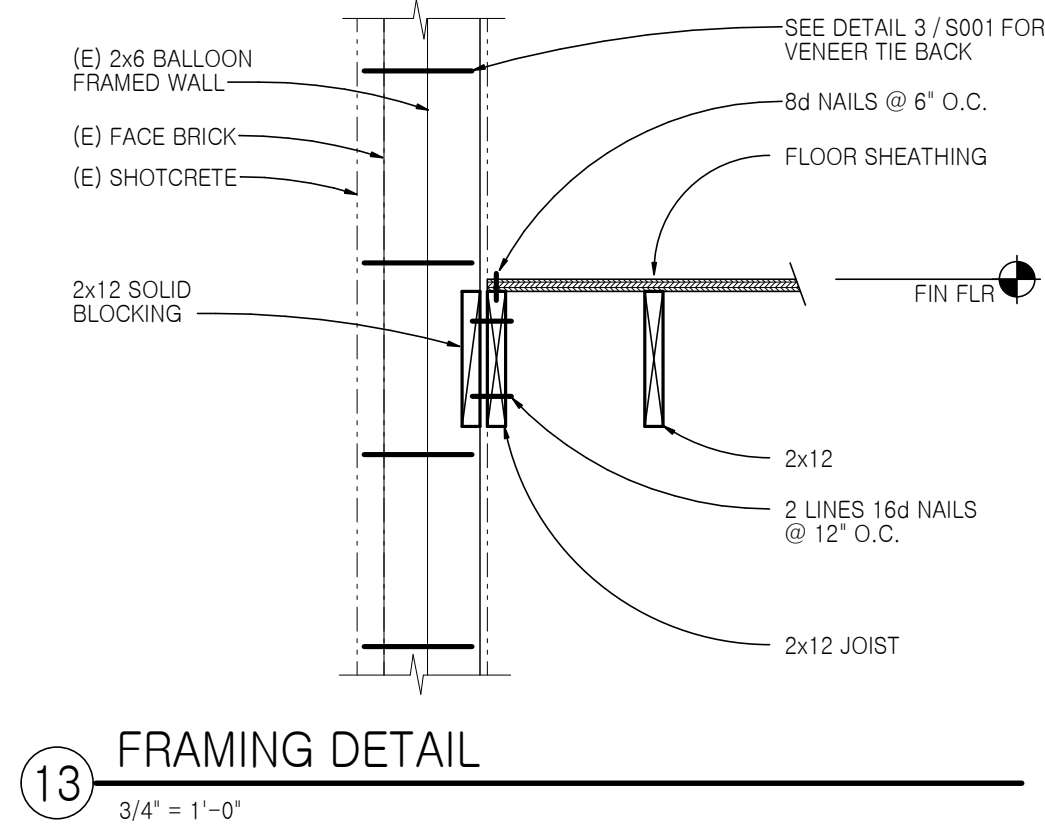
**S103**  
SECOND FLOOR CEILING  
FRAMING PLAN



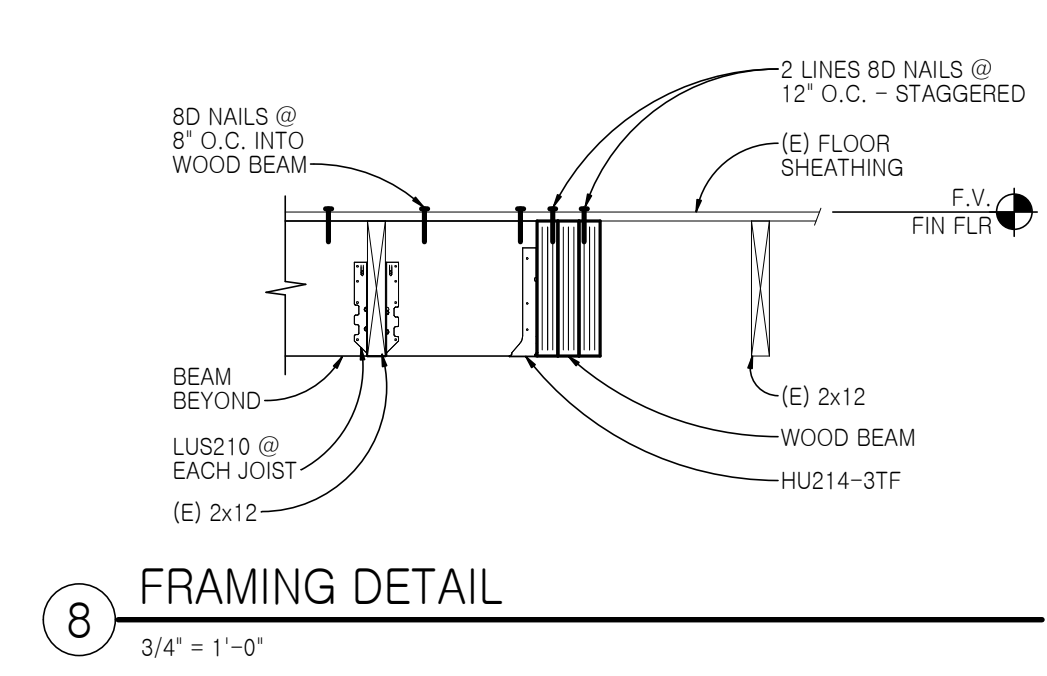
20 WALL CONNECTION DETAIL  
3/4" = 1'-0"



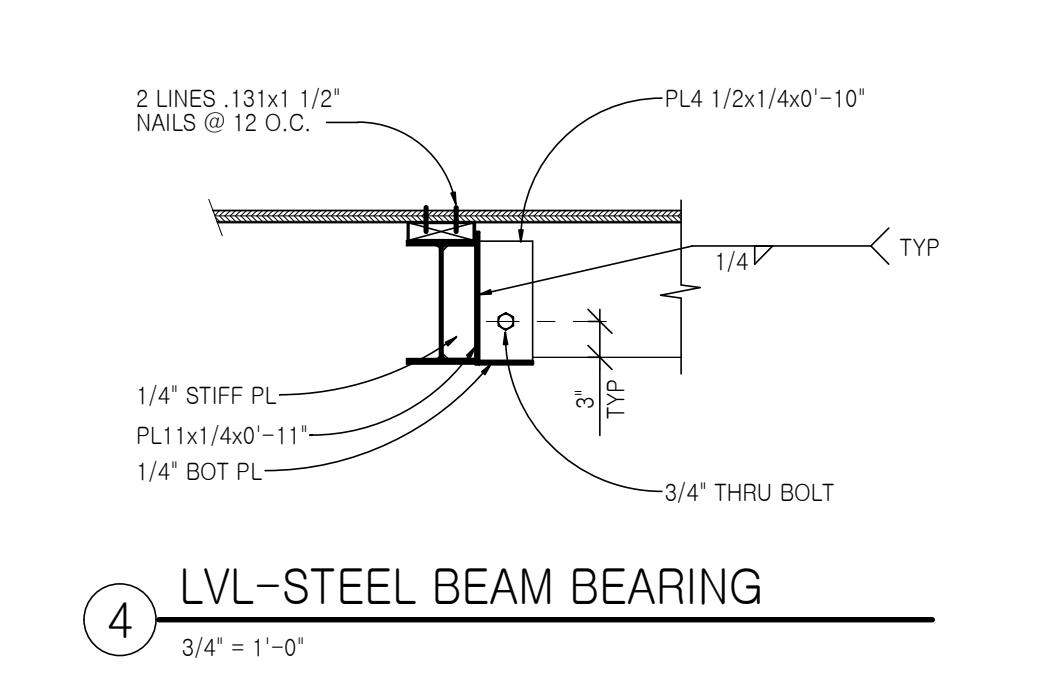
17 WALL FRAMING DETAIL  
3/4" = 1'-0"



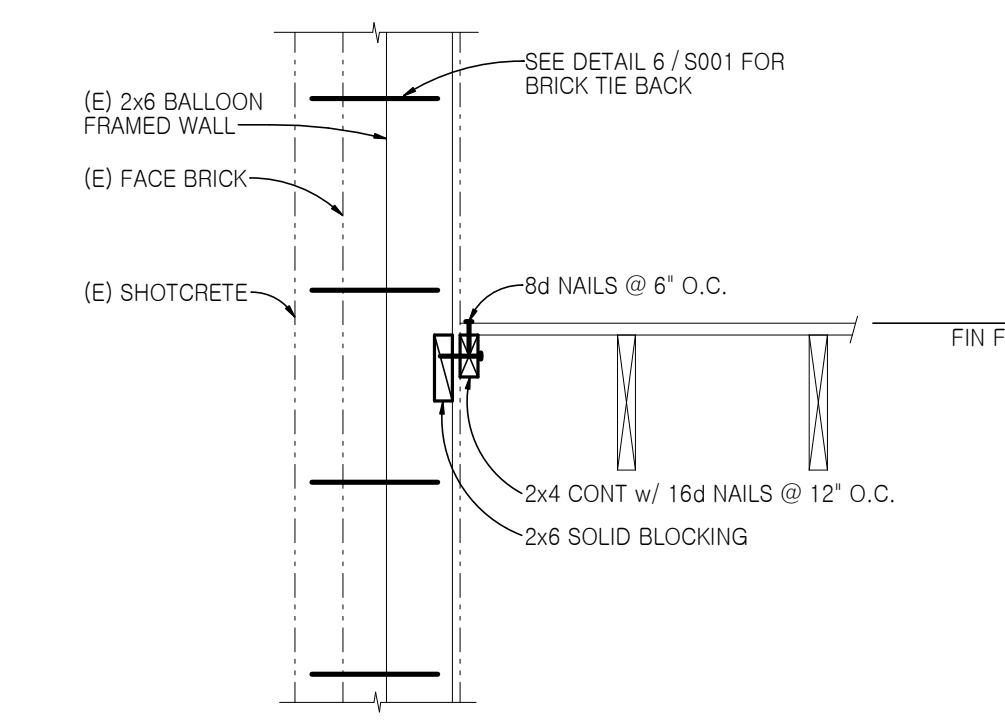
13 FRAMING DETAIL  
3/4" = 1'-0"



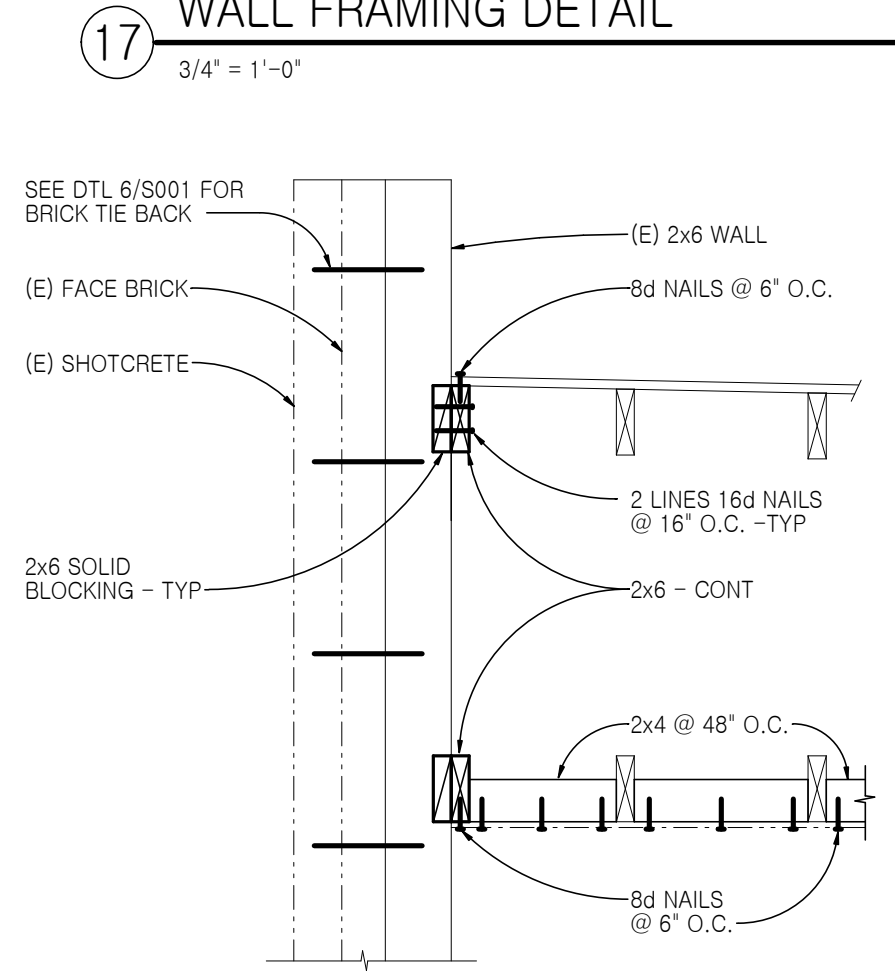
8 FRAMING DETAIL  
3/4" = 1'-0"



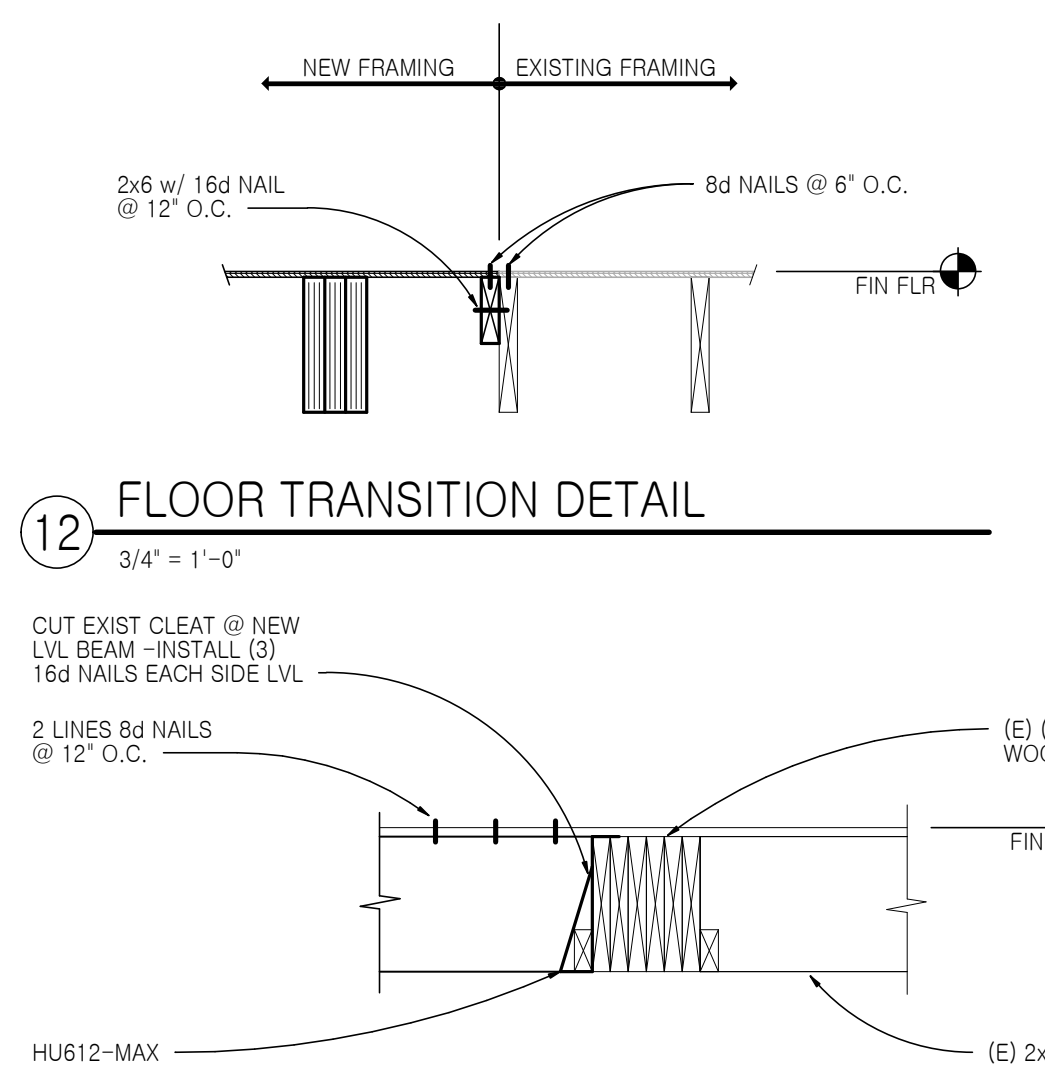
4 LVL-STEEL BEAM BEARING  
3/4" = 1'-0"



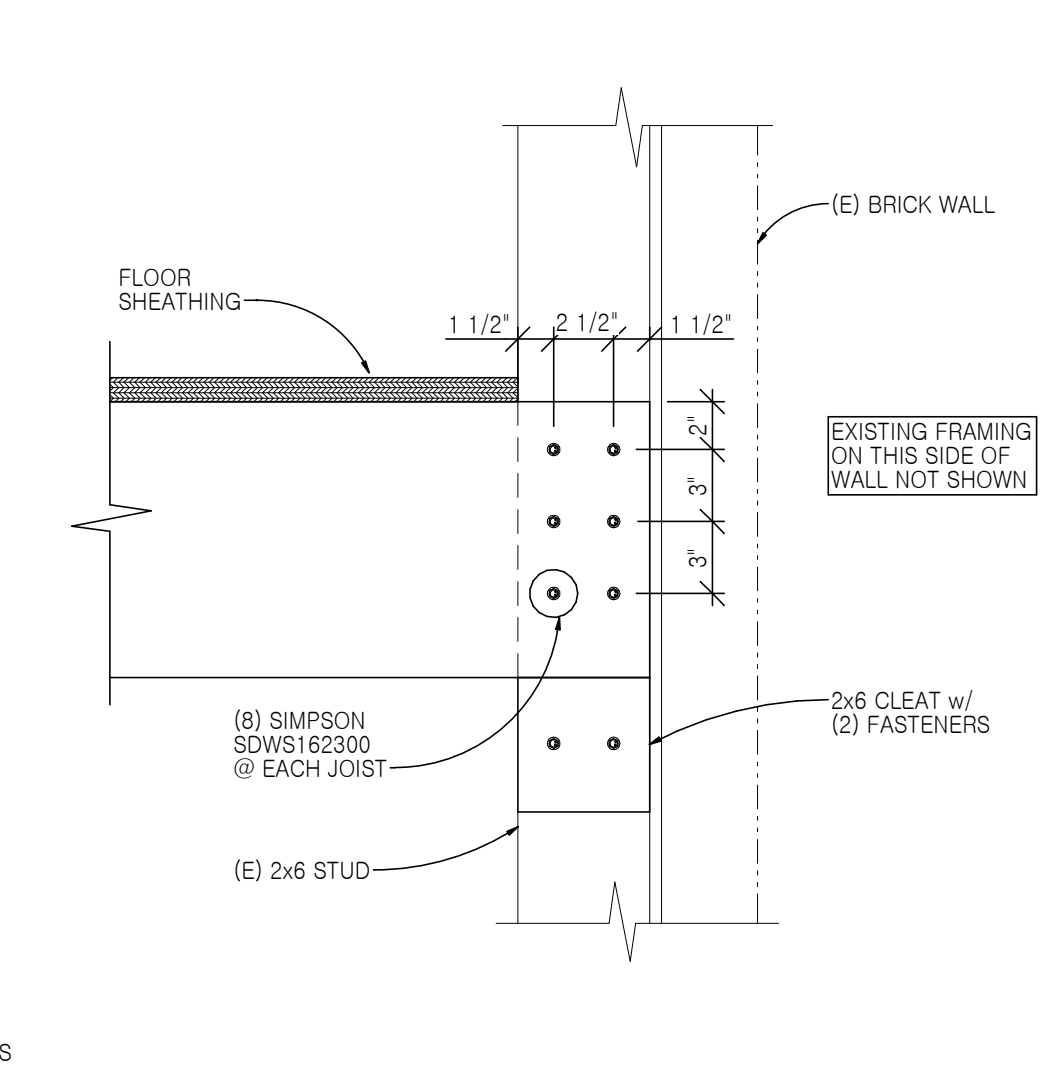
19 WALL CONNECTION DETAIL  
3/4" = 1'-0"



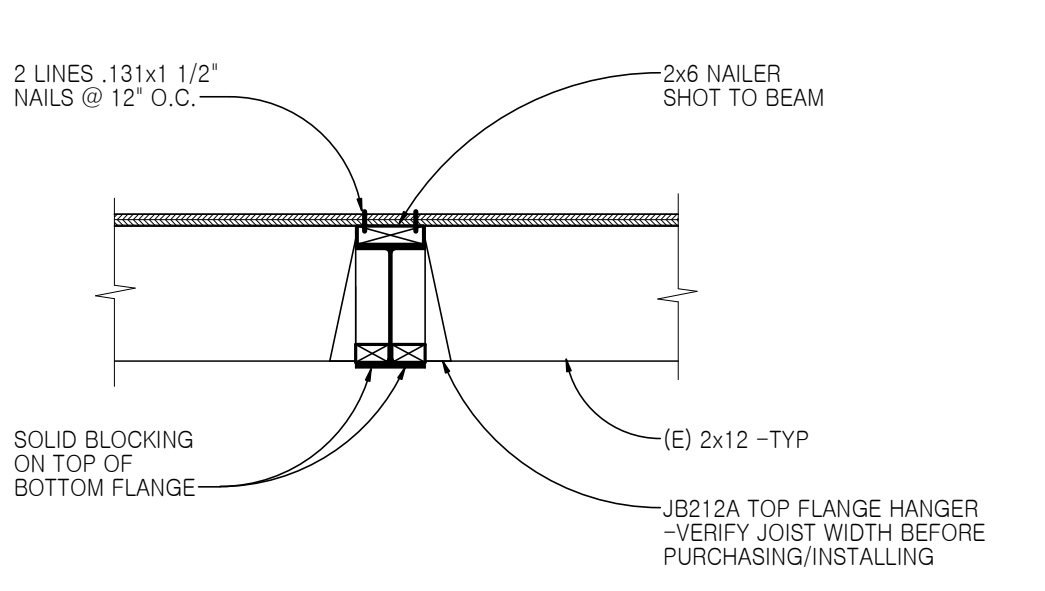
16 WALL CONNECTION DETAIL  
3/4" = 1'-0"



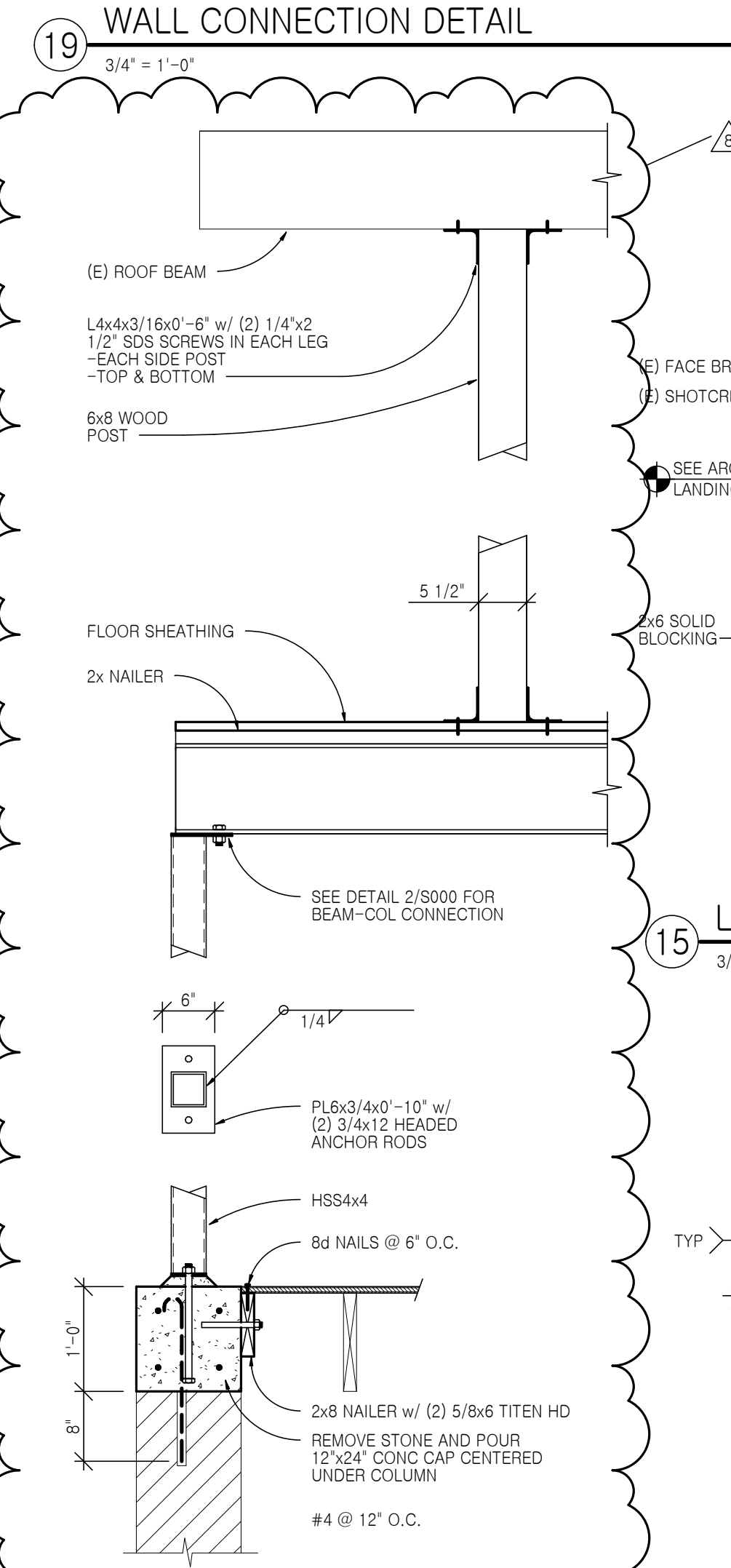
12 FLOOR TRANSITION DETAIL  
3/4" = 1'-0"



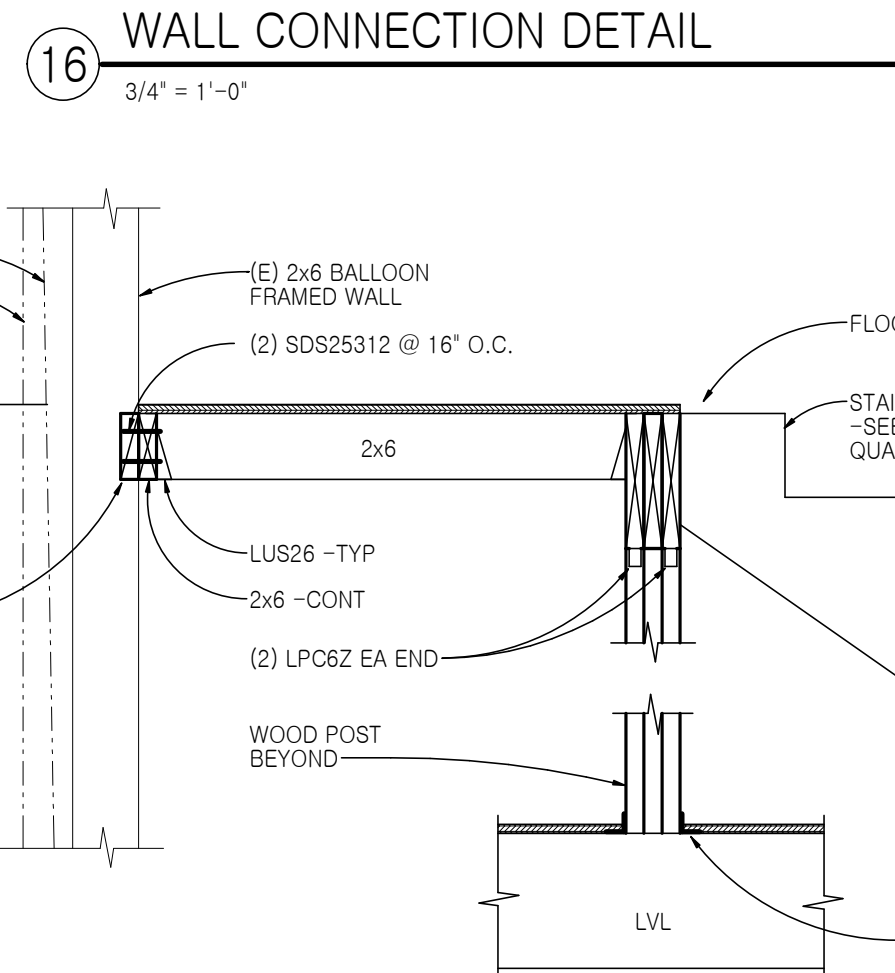
7 JOIST BEARING DETAIL  
1 1/2" = 1'-0"



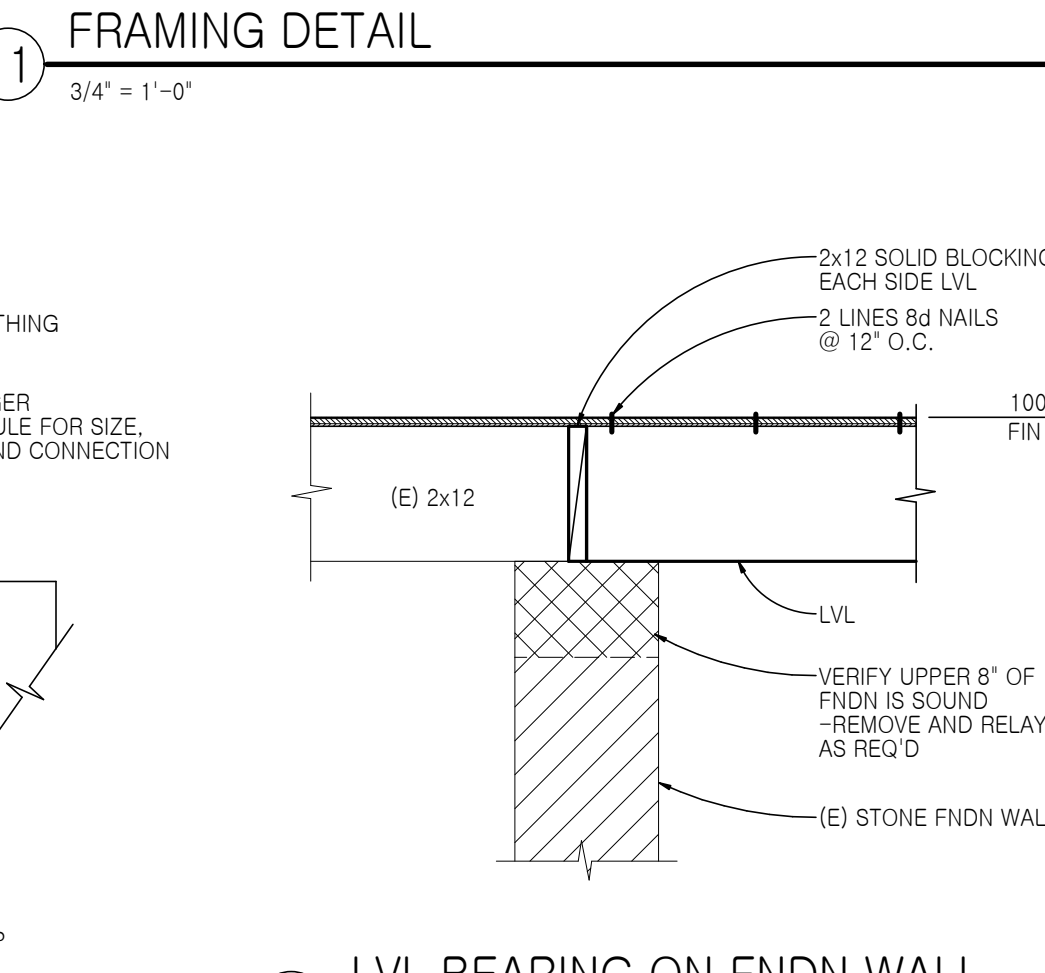
3 JOIST SUPPORT @ STEEL BEAM  
3/4" = 1'-0"



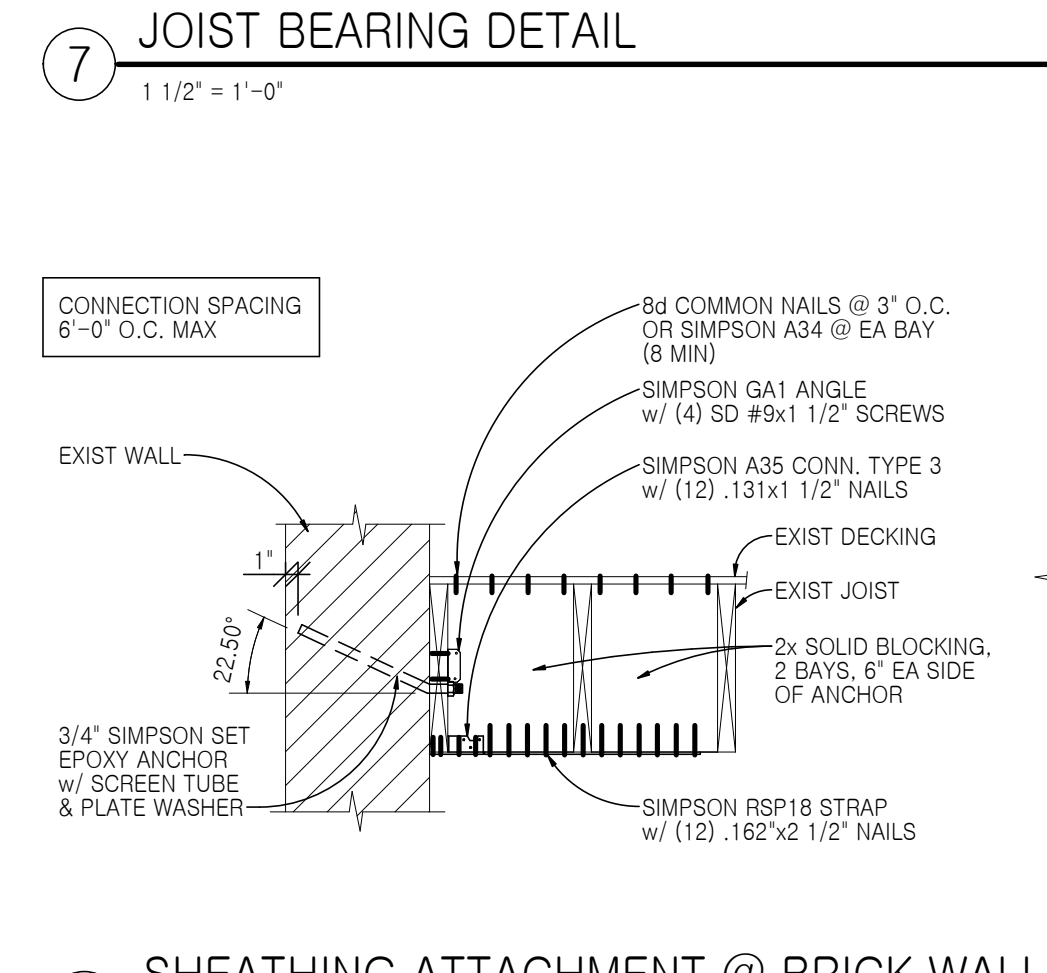
18 FRAMING DETAIL  
3/4" = 1'-0"



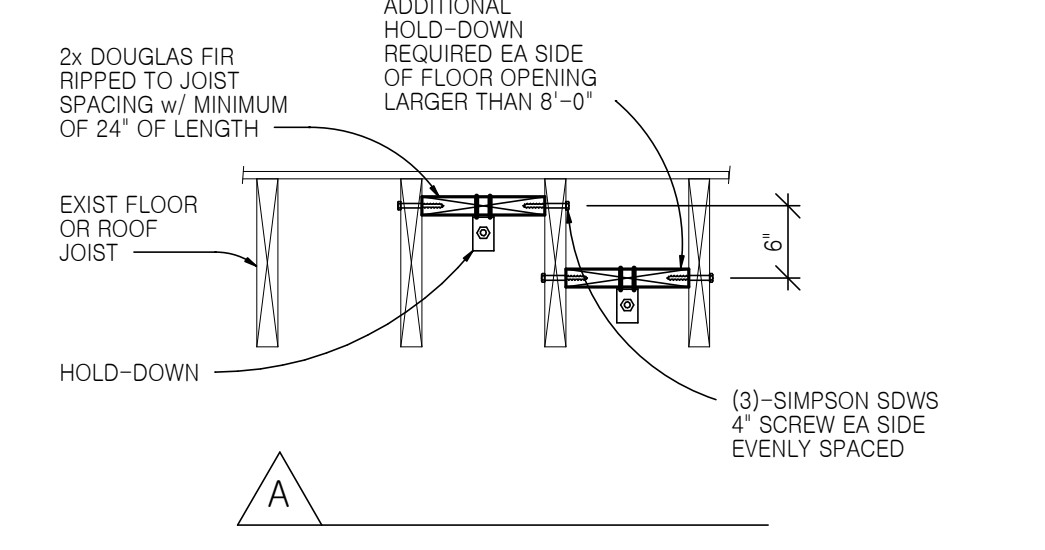
15 LANDING DETAIL  
3/4" = 1'-0"



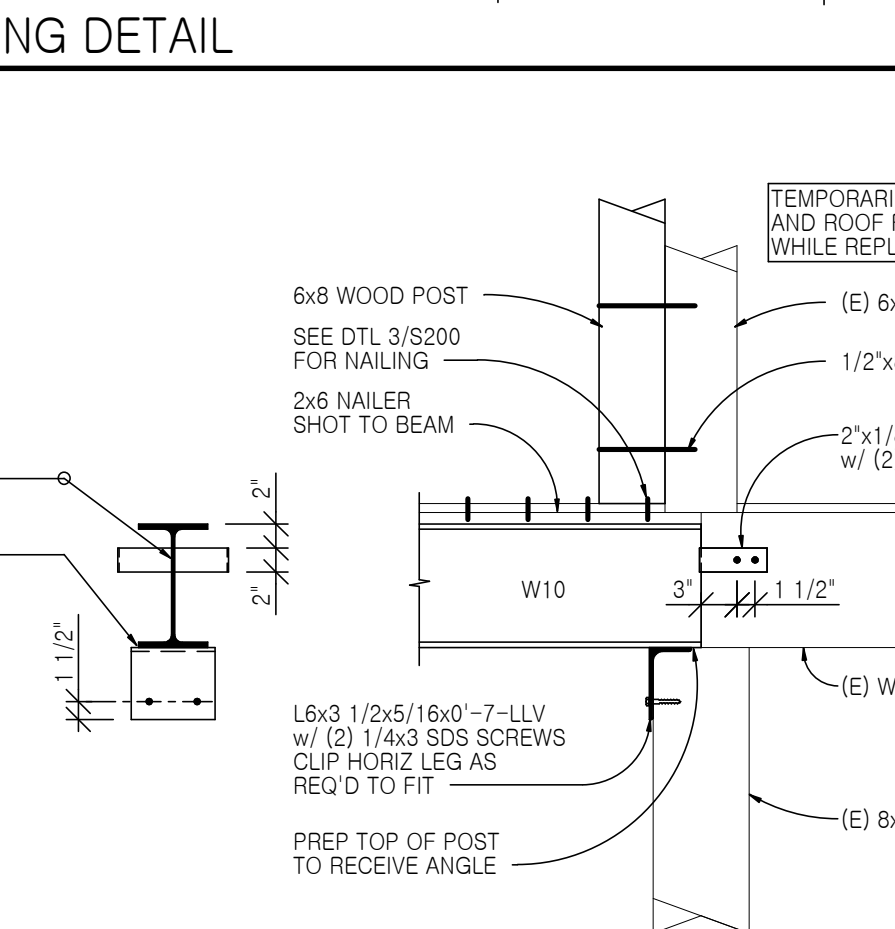
10 LVL BEARING ON FNDN WALL  
3/4" = 1'-0"



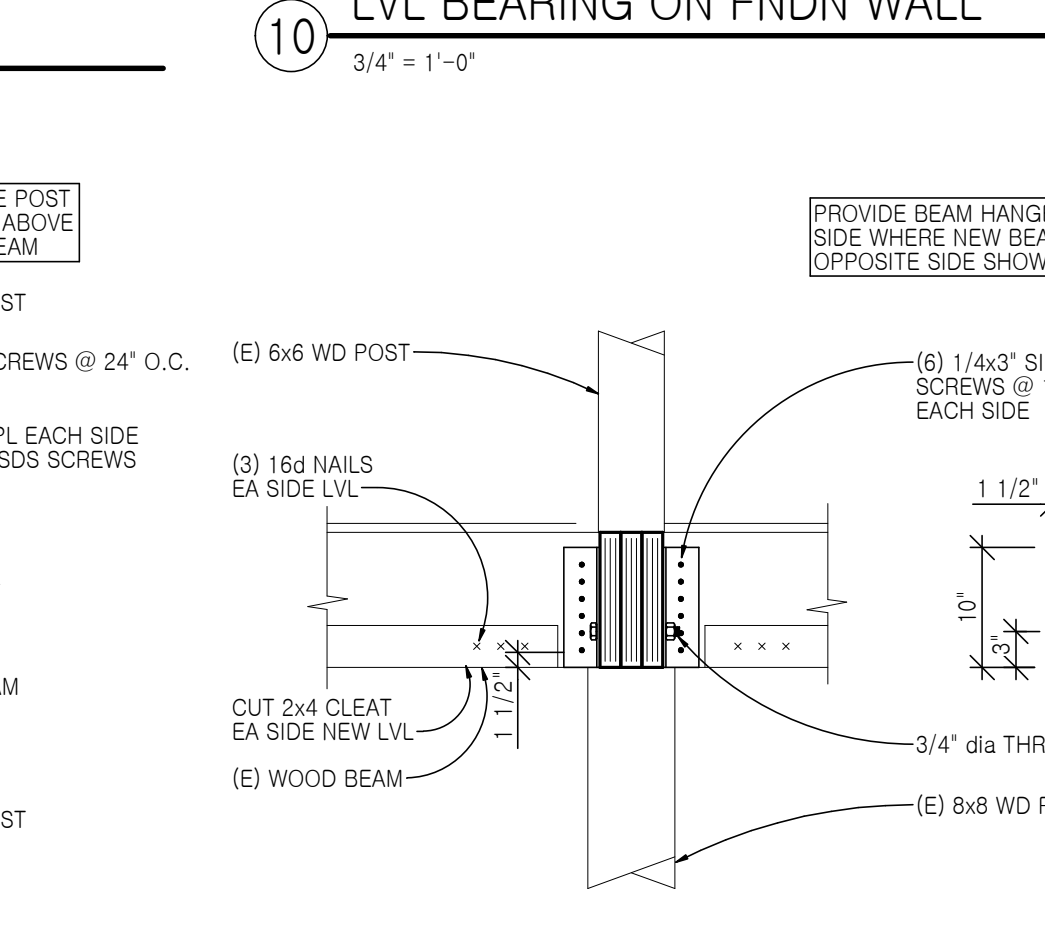
5 SHEATHING ATTACHMENT @ BRICK WALL  
3/4" = 1'-0"



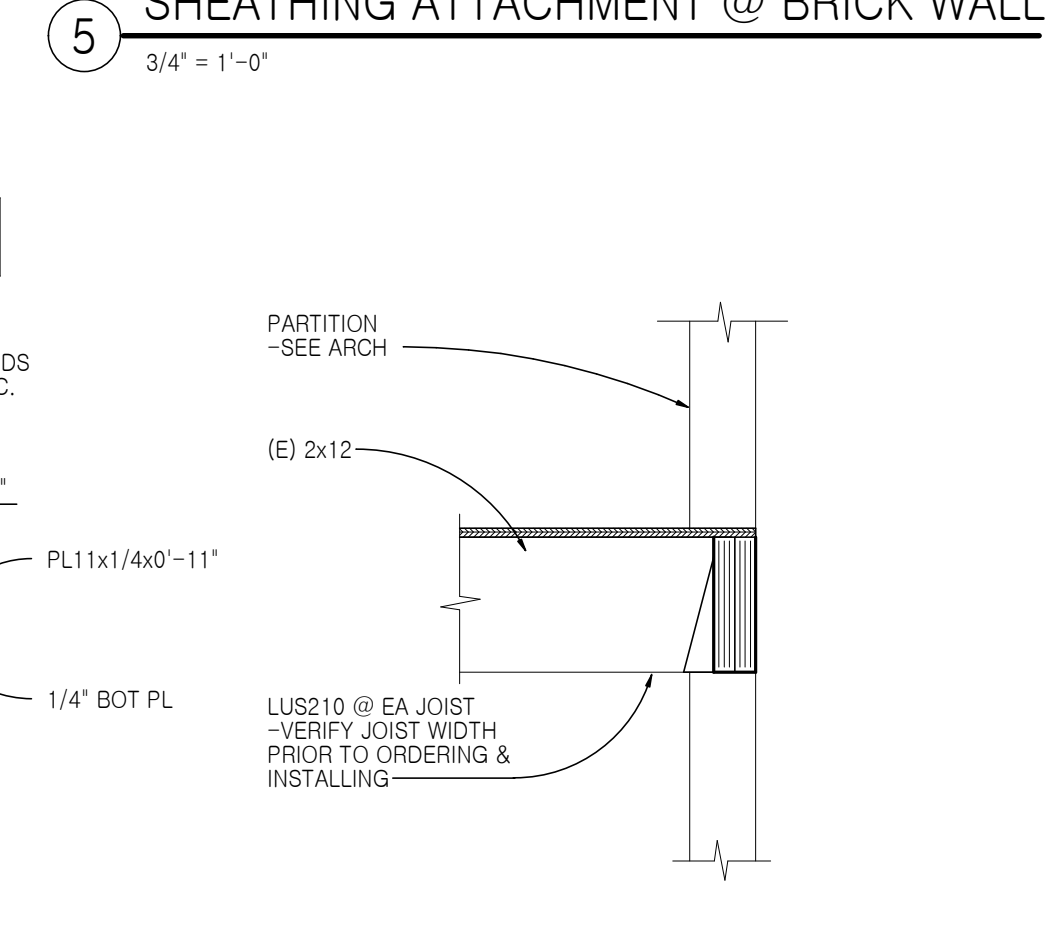
2 WALL ATTACH DETAIL  
3/4" = 1'-0"



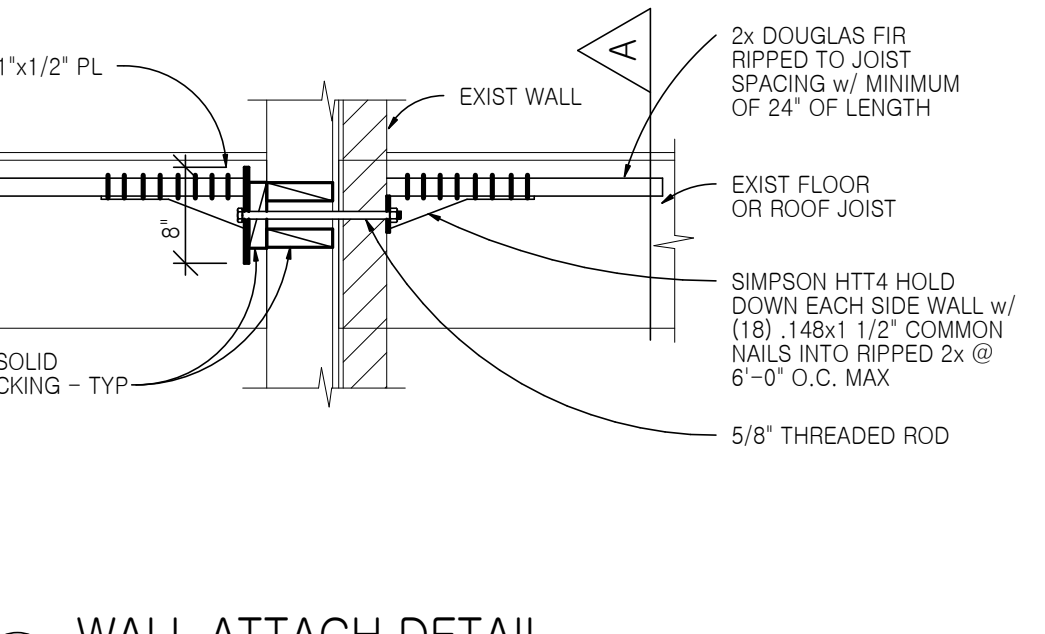
14 STEEL BEAM SUPPORT DETAIL  
3/4" = 1'-0"



9 BEAM CONNECTION DETAIL  
3/4" = 1'-0"



1 FRAMING DETAIL  
3/4" = 1'-0"



2 WALL ATTACH DETAIL  
3/4" = 1'-0"

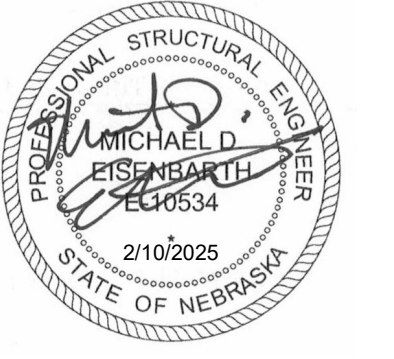
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Erickson Sullivan Architects  
Certificate of Authorization No: CA-4491

CONSULTANTS:

STRUCTURAL ENGINEER:  
**RO YOUKER**  
STRUCTURAL ENGINEERING  
811 S. 13th Street, Lincoln, NE 68508  
Project No. 2024  
www.royouker.com  
Certificate of Authorization No: CA-0025

MEP ENGINEERS:  
**GEARY**  
ENGINEERING, INC.  
7800 Q STREET SUITE 100, Lincoln, Nebraska 68515  
Tel. (402) 489-7627  
Certificate of Authorization No: CA-0405

CIVIL ENGINEER:  
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601 OLD CHENEY RD, SUITE A, LINCOLN, NEBRASKA 68515  
Tel. (402) 484-7342  
Certificate of Authorization No: CA-1678



**CITY OF FRANKLIN DOWNTOWN APARTMENTS**  
615 15th Ave  
Franklin, NE 68939  
PROJECT NO. 35024

100% DOCUMENTS  
DATE: FEBRUARY 10, 2025

REV.	DATE	REF.
3	08/05/2025	
7	12/24/2025	
8	01/14/2026	

**ERICKSON SULLIVAN ARCHITECTS**  
110 S. 14TH STREET, SUITE 200  
LINCOLN, NE 68508 TEL. 402.475.1787

**S200**  
DETAILS



# RMV Construction LLC

1515 E 11th Street  
Kearney, NE 68847  
Phone: 308-893-2010 Fax: 308-238-0910

# PROPOSAL REQUEST

No. 006

**TITLE:** RFP #006 - Beam Replacement **DATE:** March 30, 2026  
**PROJECT:** City of Franklin - The Marcellus Building Renovation **JOB #:** 2510  
**TO:** Erickson Sullivan Architects  
110 S. 14th Street, Suite 200  
Lincoln, NE 68508

**ATTN:** Trevor Hull

**PR void if not accepted within  
10 days.**

### DESCRIPTION OF PROPOSAL

Erickson Sullivan Architects - Request For Proposal #006 - Beam Replacement  
Date of Issuance - January 15, 2026

Please provide pricing and credit where applicable for structural replacement described here. Please provide detailed cost breakouts for required work including travel, labor, materials.

Item	Description	Net Amount
00001	Materials -	\$ 235
00002	Labor -	\$ 140
00003	Small Tools -	\$ -
00004	Equipment -	\$ -
00005	Site Supervision - 2 Hrs x \$75 Per Hr	\$ 150
00006	Project Management - 1 Hrs x \$85 Per Hr	\$ 85
00007	General Conditions - 0 Days x \$595 Per Day	\$ -
00008	-	\$ -
00009	-	\$ -
00010	-	\$ -
00011	-	\$ -
00012	-	\$ -
00013	-	\$ -
00013	-	\$ -
00013	-	\$ -
00014	Profit / Fee - RMV Construction LLC	\$ 92
00015	Profit / Fee - Subcontractors / Suppliers	\$ -
00016	Bond / Insurance	\$ 7
<b>Total:</b>		<del>\$ 709</del> <b>\$ 0</b>

APPROVAL: By approval of authorized parties below, RMV Construction LLC is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By:  By: Trevor Hull By: Margaret Seil  
RMV Construction LLC Erickson Sullivan Architects City of Franklin  
Date: 3-30-2026 Date: \_\_\_\_\_ Date: \_\_\_\_\_



# RMV Construction LLC

# PROPOSAL REQUEST BREAKDOWN

1515 E 11th Street

No. 006

Kearney, NE 68847

Phone: 308-893-2010 Fax: 308-238-0910

**PROJECT:** City of Franklin - The Marcellus Building Renovation  
**JOB #:** 2510

**CCD #** \_\_\_\_\_  
**PR #** 006  
**RFI #** \_\_\_\_\_  
**Other** \_\_\_\_\_

**TITLE:** RFP #006 - Beam Replacement

### DESCRIPTION OF PROPOSAL

Erickson Sullivan Architects - Request For Proposal #006 - Beam Replacement  
Date of Issuance - January 15, 2026

Please provide pricing and credit where applicable for structural replacement described here. Please provide detailed cost breakouts for required work including travel, labor, materials.

### RMV Construction LLC Labor / Material / Equipment

Item	Description	Value
Materials		\$ 235
Labor		\$ 140
Small Tools		\$ -
Equipment		\$ -
Site Supervision	2 Hrs x \$ 75 Per Hr	\$ 150
Project Management	1 Hrs x \$ 85 Per Hr	\$ 85
General Conditions	0 Days x \$ 595 Per Day	\$ -
<b>Subtotal RMV Construction LLC</b>		<del>\$ 610</del> <b>\$ 0</b>

### Subcontractors / Suppliers

Company	Scope / Description	Value
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Subtotal Subcontractors / Supplier</b>		\$ -

Subtotal - RMV / Subcontractors / Suppliers	\$	610
Profit / Fee - RMV Construction LLC	15%	\$ 92
Profit / Fee - Subcontractors / Suppliers	5%	\$ -
Bond / Insurance	1%	\$ 7
<b>Total Change Order Request</b>		<del>\$ 709</del> <b>\$ 0</b>

Additional Days Requested to Contract 0 days



January 21st, 2026

Mr. Steven Buckley  
RMV Construction  
steven@rmvconst.com

RE: City of Franklin Downtown Apartments and Commercial – **Request For Proposal #07 – Fire Marshal Response**

Mr. Buckley,

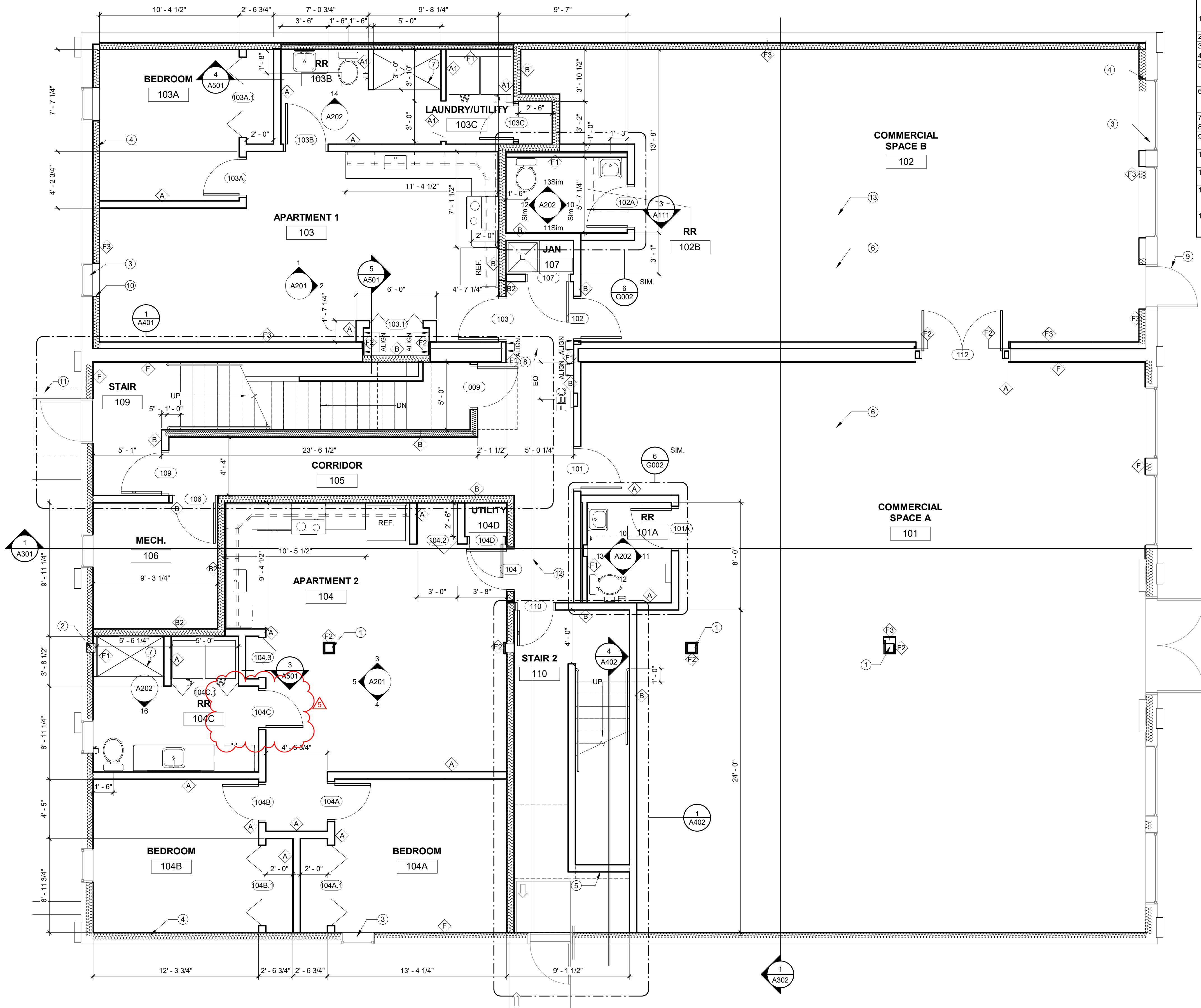
*Please provide a proposal outlining the revisions to the construction documents as detailed herein to complete all necessary labor and material to meet the intent of this request for proposal, including cost breakdown, and total costs for changes to the General Construction Contract Documents as detailed herein.*

Please providing pricing and/or credit where applicable for the following changes in response to comments made in the State Fire Marshal review. Please provide detailed cost breakouts for required work including travel, labor, materials and any potential restocking fees.

1. Doors 009 and 209 need to be changed from 45 minute rating doors and frames to 60 minute rating. Please indicate and separate the cost difference between the specified and new at these locations. If the specified doors and frames have been purchased or on site, please clarify if they can be returned or restocked.
2. In order to maintain 18" of clearance on the pull side of the door, we are proposing that Door 104C into the restroom in Apartment 2 be flipped 180 degrees to swing outward. This will also alleviate conflicts with the laundry doors. If this door and frame have not been supplied, it would be preferable to change the swing of the door to a right hand reverse door, with the hinge jamb to the north. If this will result in additional cost, it will be acceptable to maintain the current door swing. The light switch for this room will need to be relocated to the wall adjacent to the door latch.
3. In-wall blocking should be provided at all first floor showers and toilets in walls to accommodate future grab bar installation where not already shown.

Thank you,

Ben Brewer

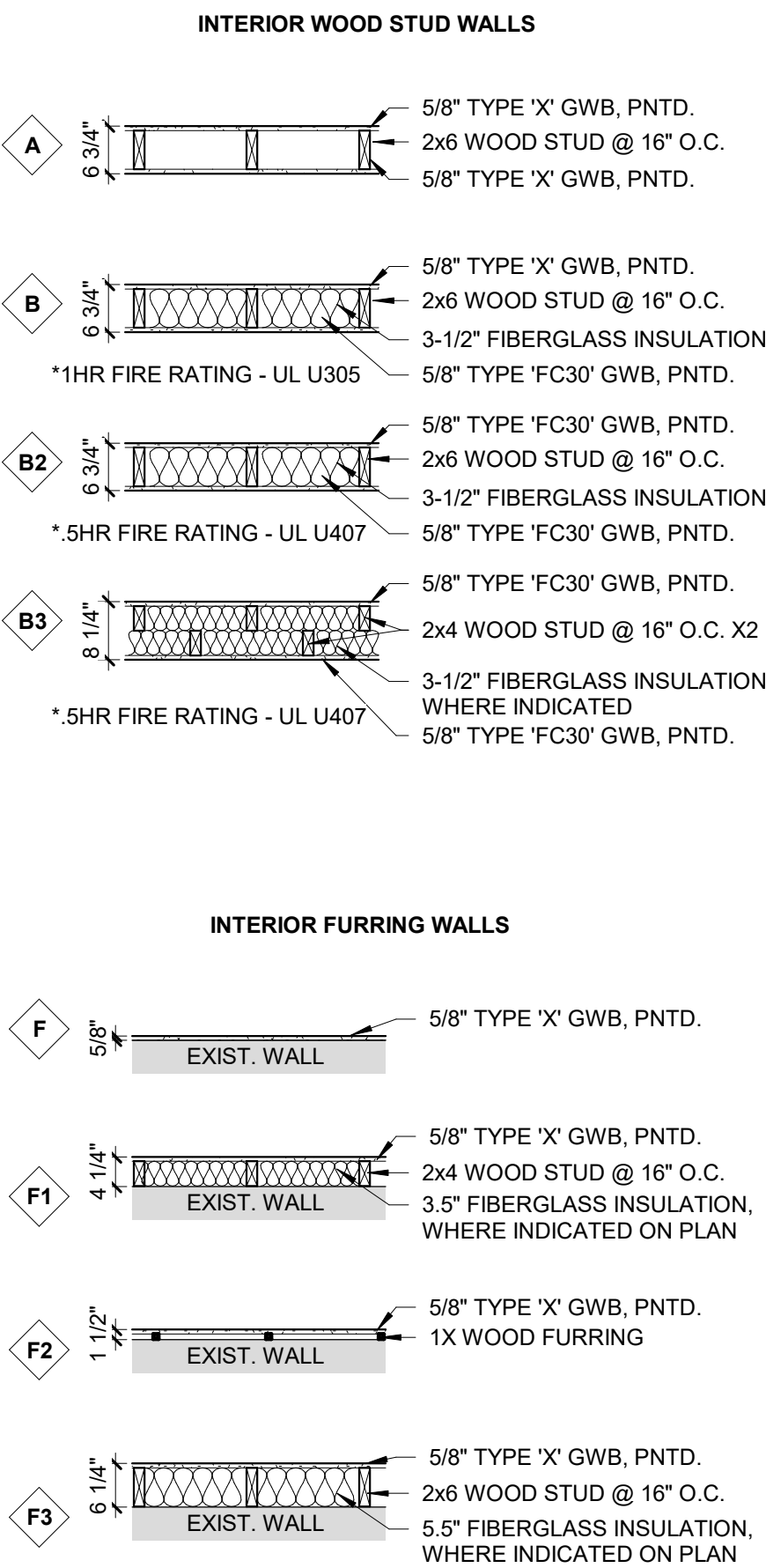


**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

**KEYNOTES**

- 1 WRAP EXISTING COLUMN IN 5/8" TYPE 'X' GYPSUM WALLBOARD ON 1X WOOD FURRING
- 2 NEW COLUMN, SEE STRUCTURAL
- 3 INSTALL NEW WOOD WINDOW SILL, SEE DETAIL 3/A501, TYP
- 4 BATT INSULATION, FULL DEPTH OF STUD CAVITY, TYP
- 5 NEW MAIL BOX, INSTALL AT MANUFACTURER SPECIFIED ADA ACCESSIBLE HEIGHT, COORDINATE WITH APPROPRIATE LOCAL AUTHORITIES. COORDINATE STYLE, SIZE, AND NUMBER OF MAIL/PARCEL SLOTS WITH OWNER
- 6 INSTALL 1/2" PLYWOOD FLOOR SHEATHING OVER EXISTING FLOOR DECKING, TYP. BOTH FLOORS. SEE DETAIL ON G001 FOR FIRE RATED ASSEMBLIES AT BALCONY FRAMED APPLICATIONS. SEE STRUCTURAL
- 7 SEE PLUMBING DRAWINGS FOR FIXTURE TYPES/DETAILS, TYP
- 8 PROVIDE NEW 2X12 FRAMING & 1/2" FLOOR SHEATHING AT NEW WALL OPENING
- 9 EXTERIOR DOORS AND WINDOWS TO REMAIN. PROTECT AND MAINTAIN AS REQ. TYP
- 10 EXTERIOR DOORS AND WINDOWS INSTALLED BY OTHERS. RETURN WALL FINISH TO FRAMES TYP.
- 11 BASEMENT AND CRAWLSPACE TO BE CLEARED OF ALL DEBRIS AND INSPECTED FOR DAMAGE. NOTIFY ARCHITECT IF ANY DAMAGE IS FOUND
- 12 INSTALL NEW STEGO HOME 15 MIL WRAP EAST OF BASEMENT WALL ON TOP OF EXISTING AND REPLACED WOOD DECKING. SEAL EDGES AND ALL PENETRATIONS INCLUDING FASTENERS PER MANUF. RECOMMENDATION
- 13 INSTALL NEW STEGO HOME 15 MIL WRAP THROUGHOUT NORTH BUILDING ON TOP OF EXISTING AND REPLACED WOOD DECKING. SEAL EDGES AND ALL PENETRATIONS INCLUDING FASTENERS PER MANUF. RECOMMENDATION

**WALL TYPES LEGEND**



- NOTES:**
1. SEE SPECIFICATIONS FOR FRAMING NOTES.
  2. ALL STUDS ARE CONTINUOUS FROM FLOOR STRUCTURE TO CEILING STRUCTURE UNLESS NOTED OTHERWISE.
  3. NO FINISH ON INTERIOR OF CHASE.
  4. ALL AREAS SHOWN AS TILE OR FRP TO HAVE 5/8" CEMENT BACKER BOARD IN LIEU OF GWB.
  5. INSULATION TO BE PLACED WHERE SHOWN ON PLAN.
  6. CONTRACTOR TO FIELD VERIFY EXISTING WALL THICKNESSES AT LOCATIONS TO BE INFILLED TO CONFIRM EXISTING CONDITIONS PRIOR TO ORDERING FRAMES.
  7. THE CORRESPONDING RATED ASSEMBLIES ARE INDICATED BELOW THE PARTITION.
  8. PARTITION TYPES DO NOT INCLUDE APPLIED FINISHES CALLED FOR IN THE ROOM FINISH SCHEDULE.
  9. "ALIGN" NOTE TO SUPERCEDE DIMENSIONS. WHERE A SIGNIFICANT CONFLICT OCCURS, NOTIFY ARCHITECT.
  10. TYPE 'X' GWB MAY BE SUBSTITUTED IN LIEU OF TYPE 'FC30' GWB

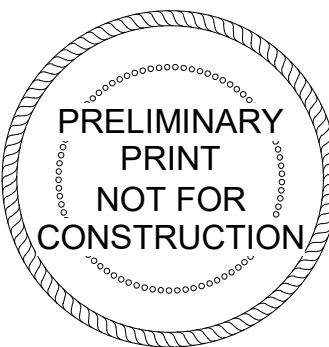
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Certificate of Authorization No: CA-4491

CONSULTANTS:

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**RO YOUKER**  
STRUCTURAL ENGINEERING  
811 S. 13th Street, Lincoln, NE 68508  
p: 402.477.7640  
www.royouker.com  
Certificate of Authorization No: CA-0025

MEP ENGINEERS:  
**GEARY**  
ENGINEERING, INC.  
7800 Q STREET SUITE 100  
LINCOLN, NEBRASKA 68512  
Tel: (402) 489-7627  
Certificate of Authorization No: CA-0405

CIVIL ENGINEER:  
**REGA**  
ENGINEERING  
601 OLD CHENEY RD, SUITE A  
LINCOLN, NEBRASKA 68512  
Tel: (402) 484-7342  
Certificate of Authorization No: CA-1678



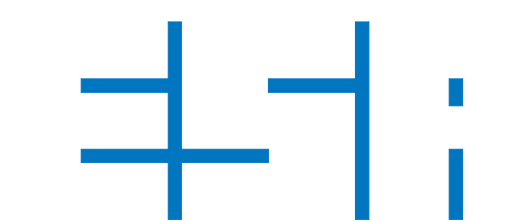
**CITY OF FRANKLIN DOWNTOWN APARTMENTS AND COMMERCIAL**

615 15TH AVE  
FRANKLIN, NE 68939  
PROJECT NO. 35024

**CONSTRUCTION DOCUMENTS**

DATE: OCTOBER 14TH, 2025

REV.	DATE	REF.
4	09/16/2025	
5	01/20/2026	



**ERICKSON SULLIVAN ARCHITECTS**

110 S. 14TH STREET, SUITE 200  
LINCOLN, NE 68508 TEL. 402.475.787

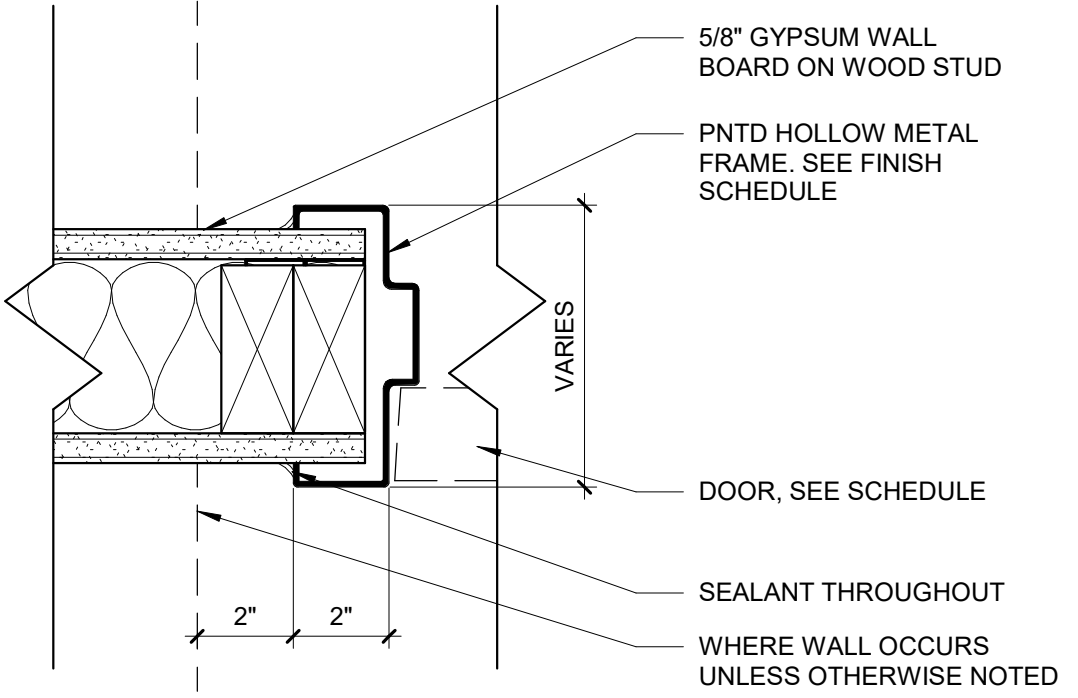
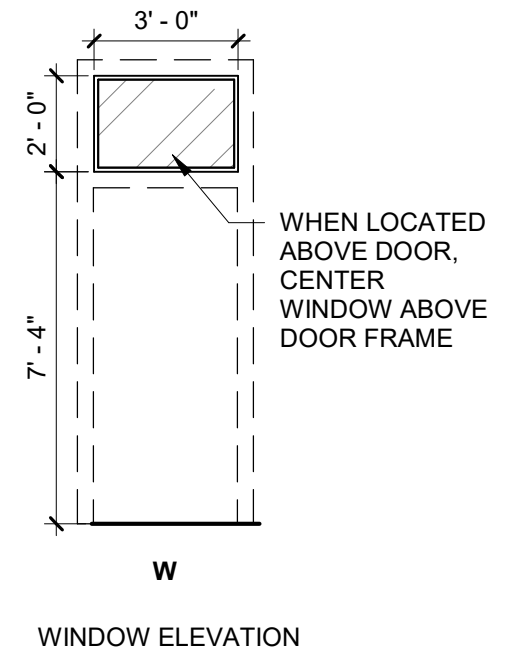
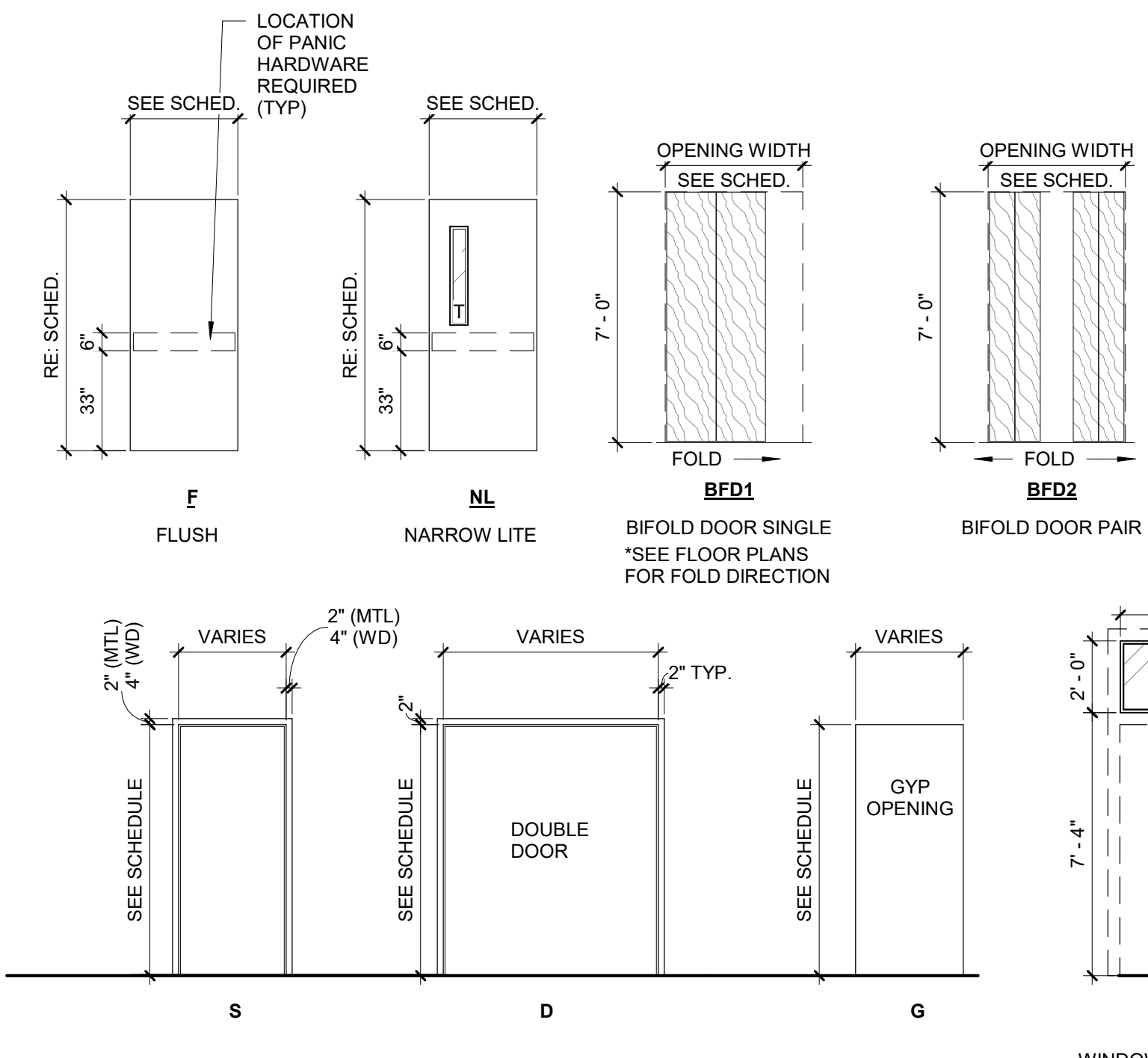
**A101**  
FIRST FLOOR PLAN

NO.	DOOR			FRAME		HARDWARE	FIRE RATING	REMARKS	
	MARK	H	W	TYPE	MATERIAL				
001	7'-0"	3'-0"	0'-1 3/4"	F	WD	ETR	HM	3	
009	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	3	
101	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	2	60 min
101A	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	WD	11	45 min
102	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	2	45 min
102A	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	WD	11	20 min
103	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	6	
103.1	7'-0"	4'-0"	0'-1 3/4"	BFD2	G	G	--	16	
103A	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
103A.1	7'-0"	6'-0"	0'-1 3/4"	BFD2	G	G	--	17	
103B	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	WD	10	
103C	7'-0"	2'-6"	0'-1 3/4"	F	WD	S	WD	4	
104	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	8	20 min
104.2	7'-0"	3'-0"	0'-1 3/4"	BFD1	G	G	--	15	
104.3	7'-0"	3'-0"	0'-1 3/4"	BFD1	G	G	--	15	
104A	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
104A.1	7'-0"	6'-0"	0'-1 3/4"	BFD2	G	G	--	17	
104B	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
104B.1	7'-0"	6'-0"	0'-1 3/4"	BFD2	G	G	--	17	
104C	7'-0"	2'-9"	0'-1 3/4"	F	WD	S	WD	12	
104C.1	7'-0"	0'-1 3/4"	0'-1 3/4"	BFD2	G	G	--	16	
104D	7'-0"	2'-6"	0'-1 3/4"	F	WD	S	WD	13	
106	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	5	20 min
107	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	3	45 min
109	7'-0"	3'-0"	0'-1 3/4"	NL	WD	S	HM	7	60 min
110	7'-0"	2'-8"	0'-1 3/4"	NL	WD	S	HM	7	60 min
112	6'-8"	3'-0"	0'-1 3/4"	F	WD	S	HM	14	
201	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	6	20 min
201A	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
201A.1	7'-0"	5'-0"	0'-1 3/4"	BFD2	G	G	--	16	
201B	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
201B.1	7'-0"	6'-0"	0'-1 3/4"	BFD2	G	G	--	16	
201C	7'-0"	2'-9"	0'-1 3/4"	F	WD	S	WD	10	
201D	7'-0"	3'-0"	0'-1 3/4"	BFD1	G	G	--	15	
201E	7'-0"	2'-6"	0'-1 3/4"	F	WD	S	WD	13	
201F	7'-0"	2'-6"	0'-1 3/4"	BFD1	WD	G	--	15	
202	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	6	20 min
202A	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
202A.1	7'-0"	6'-0"	0'-1 3/4"	BFD2	G	G	--	16	
202A.2	7'-0"	5'-1"							
202A.3	7'-0"	7'-2"							
202A.4	7'-4"	3'-0"							
202A.5	8'-6"	6'-0 15/32"							
202A.6	9'-6"	5'-8 31/32"							
202B	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
202B.1	7'-0"	5'-0"	0'-1 3/4"	BFD2	G	G	--	16	
202C	7'-0"	2'-9"	0'-1 3/4"	F	WD	S	WD	10	
202D	7'-0"	3'-0"	0'-1 3/4"	BFD1	G	G	--	15	
202E	7'-0"	2'-6"	0'-1 3/4"	F	WD	S	WD	13	
202F	7'-0"	2'-6"	0'-1 3/4"	BFD1	WD	G	--	15	
203	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	6	20 min
203.1	7'-0"	2'-6"	0'-1 3/4"	BFD1	G	G	--	15	
203A	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
203A.1	7'-0"	6'-0"	0'-1 3/4"	BFD2	G	G	--	17	
203B	7'-0"	2'-9"	0'-1 3/4"	F	WD	S	WD	10	
203C	7'-0"	4'-0"	0'-1 3/4"	BFD2	G	G	--	15	
203D	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	WD	1	
204	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	6	20 min
204A	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
204A.1	7'-0"	6'-0"	0'-1 3/4"	BFD2	G	G	--	17	
204B	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
204B.1	7'-0"	6'-0"	0'-1 3/4"	BFD2	G	G	--	17	
204C	7'-0"	2'-9"	0'-1 3/4"	F	WD	S	WD	10	
204D	7'-0"	4'-0"	0'-1 3/4"	BFD2	G	G	--	15	
204E	7'-0"	2'-6"	0'-1 3/4"	F	WD	S	WD	13	
205	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	6	20 min
205A	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
205A.1	7'-0"	6'-0"	0'-1 3/4"	BFD2	G	G	--	17	
205B	7'-0"	2'-9"	0'-1 3/4"	F	WD	S	WD	10	
205C	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	WD	9	
205D	7'-0"	2'-6"	0'-1 3/4"	F	WD	S	WD	13	
205E	7'-0"	2'-6"	0'-1 3/4"	BFD1	WD	G	--	15	
206	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	6	20 min
206.1	7'-0"	2'-6"	0'-1 3/4"	BFD1	WD	G	--	15	
206A	7'-0"	2'-8"	0'-1 3/4"	F	WD	S	WD	10	
206A.1	7'-0"	5'-0"	0'-1 3/4"	BFD2	G	G	--	16	
206B	7'-0"	2'-9"	0'-1 3/4"	F	WD	S	WD	10	
206C	7'-0"	2'-6"	0'-1 3/4"	F	WD	S	WD	13	
206D	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	WD	9	
209	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	5	60 min
210	7'-0"	3'-0"	0'-1 3/4"	F	WD	S	HM	5	60 min

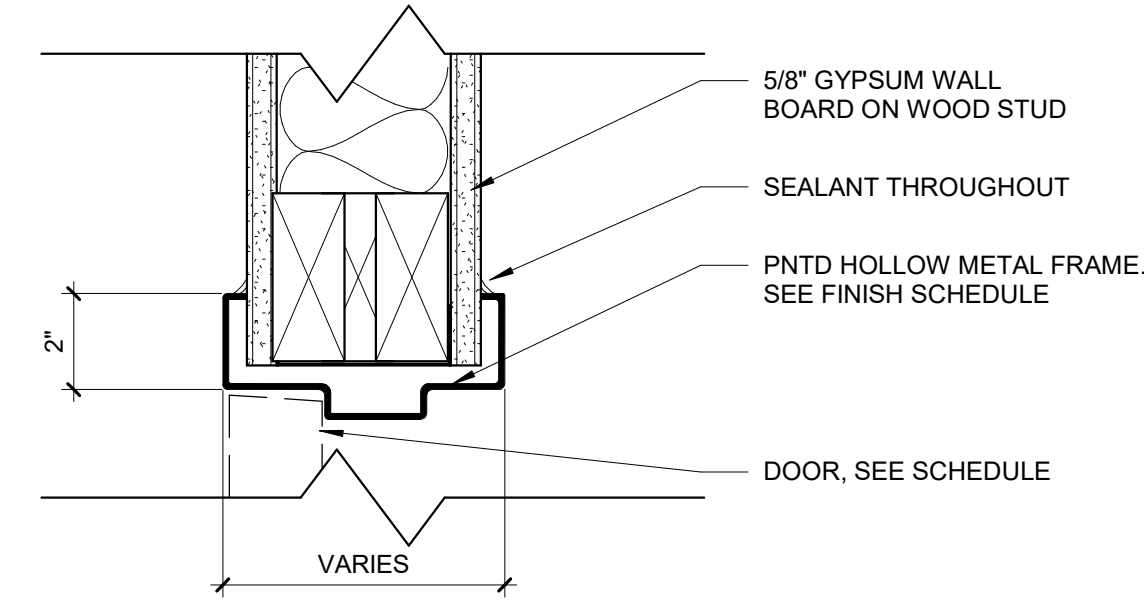
**NOTES:**  
1. CONTRACTOR TO FIELD VERIFY EXISTING WALL THICKNESSES TO RECEIVE NEW DOOR FRAMES TO CONFIRM EXISTING CONDITIONS PRIOR TO ORDERING FRAMES.  
2. SEE INTERIOR FINISH SCHEDULE FOR FINISH TYPES FOR FRAMES AND DOORS

DOOR & FRAME MATERIAL LEGEND	
HM	HOLLOW METAL
W	SOLID CORE WOOD

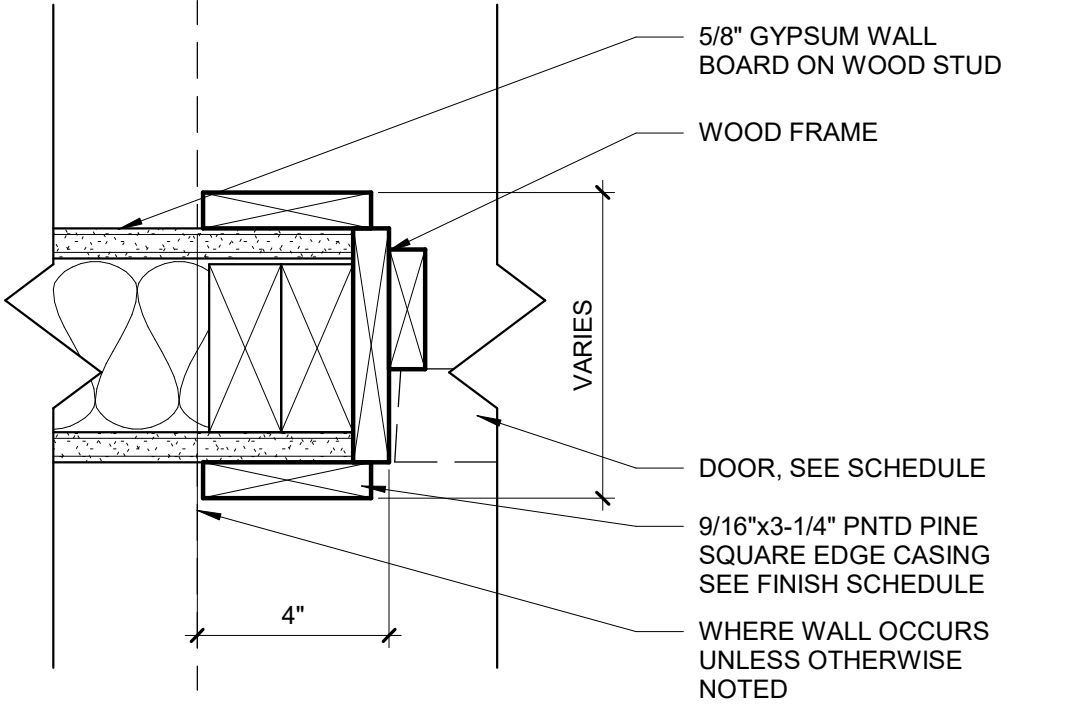
WINDOW SCHEDULE				
MARK	H	W	SILL HEIGHT	REMARKS
W	2'-0"	3'-0"	7'-4"	



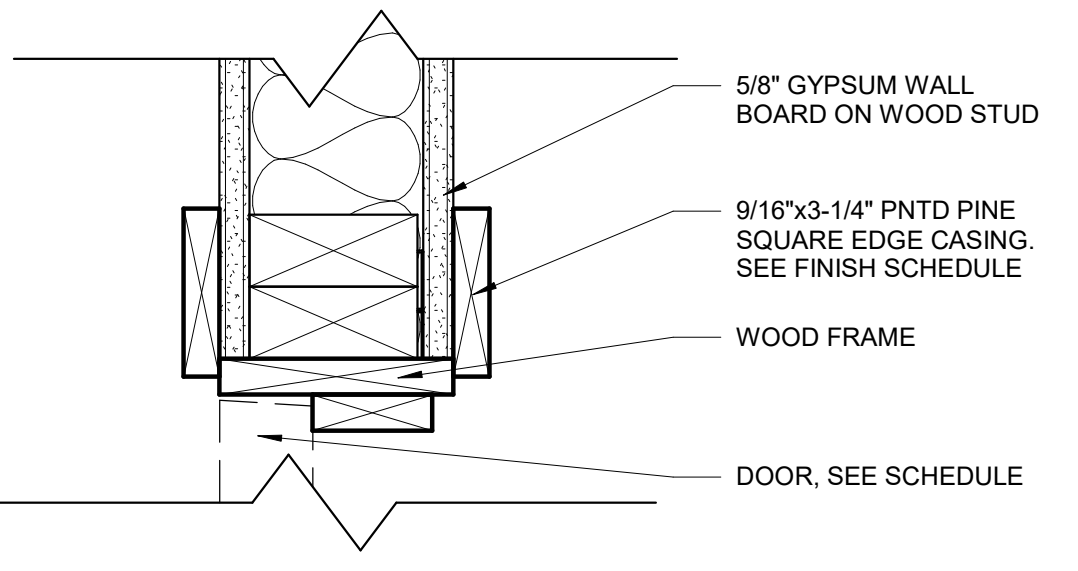
1. TYPICAL HOLLOW METAL DOOR JAMB  
SCALE: 3" = 1'-0"



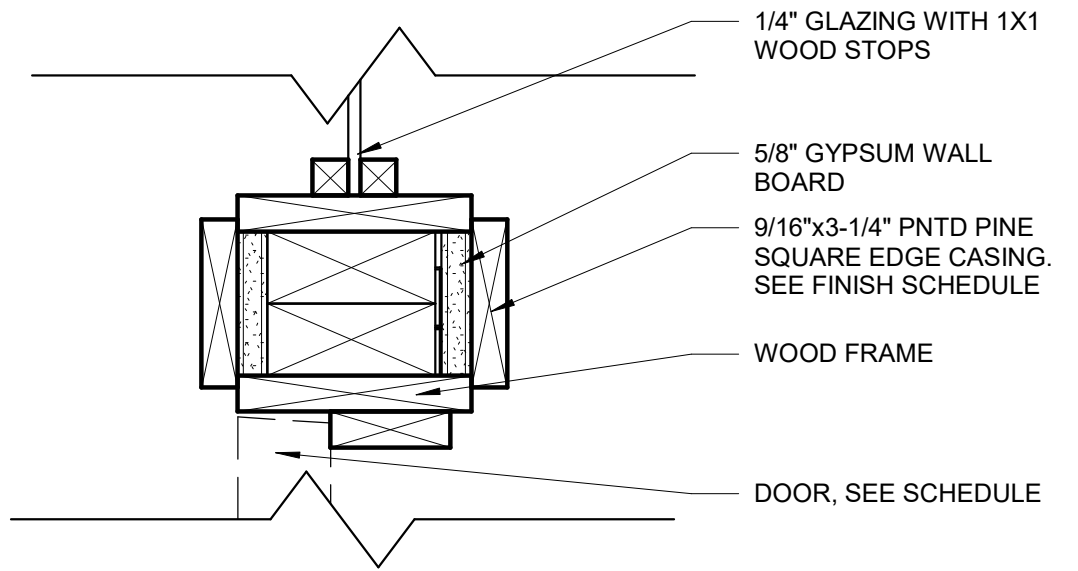
2. TYPICAL HOLLOW METAL DOOR HEAD  
SCALE: 3" = 1'-0"



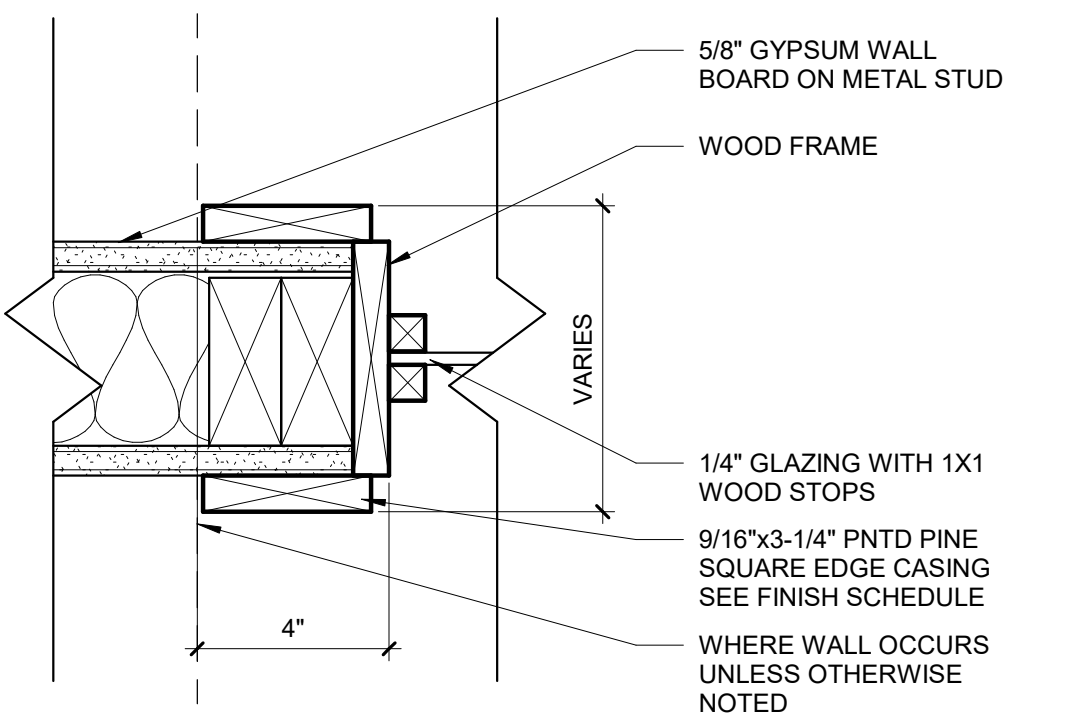
3. TYPICAL WOOD DOOR JAMB  
SCALE: 3" = 1'-0"



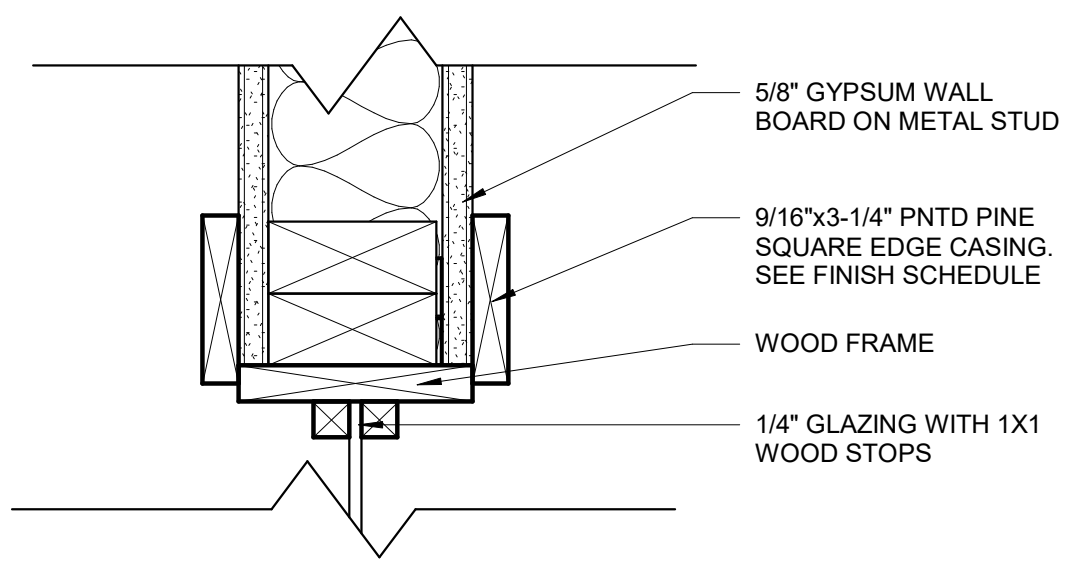
4. TYPICAL WOOD DOOR HEAD  
SCALE: 3" = 1'-0"



5. TYPICAL WOOD DOOR HEAD/WINDOW SILL  
SCALE: 3" = 1'-0"



6. TYPICAL WOOD WINDOW JAMB  
SCALE: 3" = 1'-0"



7. TYPICAL WOOD WINDOW HEAD  
SCALE: 3" = 1'-0"

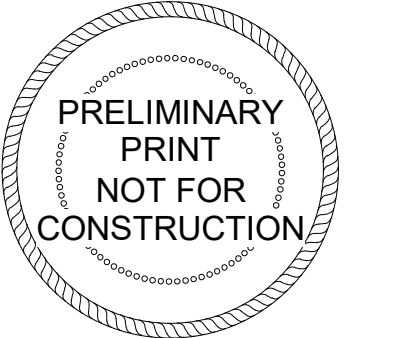
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All rights reserved. All information contained herein is property of Erickson Sullivan Architects. No part of these drawings may be reproduced in any form or by any means without prior written permission of Erickson Sullivan Architects.  
Note: Original drawing format is 22" x 34". Any other sheet size will affect drawing scale.  
Erickson Sullivan Architects  
Certificate of Authorization No: CA-4491

CONSULTANTS:

STRUCTURAL ENGINEER:  
**RO YOUKER**  
STRUCTURAL ENGINEERING  
811 S. 13th Street, Lincoln, NE 68508  
Certificate of Authorization No: CA-0025

MEP ENGINEERS:  
**GEARY**  
ENGINEERING, INC.  
7800 Q STREET SUITE 100 Lincoln, Nebraska 68513  
Certificate of Authorization No: CA-0405

CIVIL ENGINEER:  
**REGA**  
ENGINEERING  
601 OLD CHENEY RD, SUITE A Lincoln, Nebraska 68513  
Certificate of Authorization No: CA-1678



**CITY OF FRANKLIN DOWNTOWN APARTMENTS AND COMMERCIAL**

615 15TH AVE  
FRANKLIN, NE 68939  
PROJECT NO. 35024

CONSTRUCTION DOCUMENTS  
DATE: OCTOBER 14TH, 2025

REV.	DATE	REF.
2	08/01/2025	
5	01/20/2026	



**ERICKSON SULLIVAN ARCHITECTS**  
110 S. 14TH STREET, SUITE 200  
LINCOLN, NE 68508 TEL. 402.475.1787

**A601**  
DOOR AND WINDOW SCHEDULE



# RMV Construction LLC

1515 E 11th Street  
Kearney, NE 68847  
Phone: 308-893-2010 Fax: 308-238-0910

# PROPOSAL REQUEST

No. 007

**TITLE:** PR #007 - Fire Marshal Response **DATE:** March 16, 2026  
**PROJECT:** City of Franklin - The Marcellus Building Renovation **JOB #:** 2510  
**TO:** Erickson Sullivan Architects  
110 S. 14th Street, Suite 200  
Lincoln, NE 68508

**ATTN:** Trevor Hull

**PR void if not accepted within 10 days.**

### DESCRIPTION OF PROPOSAL

Erickson Sullivan Architects - Request For Proposal #007 - Fire Marshal Reponse  
Date of Issuance - January 21, 2026

Please providing pricing and/or credit where applicable for the following changes in response to comments made in the State Fire Marshal review. Please provide detailed cost breakouts for required work including travel, labor, materials and any potential restocking fees.

- Doors 009 and 209 need to be changed from 45 minute rating doors and frames to 60 minute rating.
- In order to maintain 18" of clearance on the pull side of the door, we are proposing that Door 104C into the restroom in Apartment 2 be flipped 180 degrees to swing outward.
- In-wall blocking should be provided at all first floor showers and toilets in walls to accommodate future grab bar installation where not already shown.

Item	Description	Net Amount
00001	Materials -	\$ -
00002	Labor -	\$ 200
00003	Small Tools -	\$ -
00004	Equipment -	\$ -
00005	Site Supervision - 2 Hrs x \$75 Per Hr	\$ 150
00006	Project Management - 1 Hrs x \$85 Per Hr	\$ 85
00007	General Conditions - 0 Days x \$595 Per Day	\$ -
00008	Metal Doors & Hardware - Change 009 and 209 to rated openings.	\$ 1,176
00009	- Frames - Onsite; can't be returned	\$ -
00010	-	\$ -
00011	-	\$ -
00012	-	\$ -
00013	-	\$ -
00013	-	\$ -
00013	-	\$ -
00014	Profit / Fee - RMV Construction LLC	\$ -
00015	Profit / Fee - Subcontractors / Suppliers	\$ 59
00016	Bond / Insurance	\$ 17
<b>Total:</b>		<b>\$ 1,687</b>

APPROVAL: By approval of authorized parties below, RMV Construction LLC is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By:  By: Trevor Hull By: Margaret Seil  
Steven Buckley Erickson Sullivan Architects City of Franklin  
RMV Construction LLC  
Date: 3/17/2026 Date: \_\_\_\_\_ Date: \_\_\_\_\_



# RMV Construction LLC

1515 E 11th Street

Kearney, NE 68847

Phone: 308-893-2010

Fax: 308-238-0910

# PROPOSAL REQUEST BREAKDOWN

No. 007

**PROJECT:** City of Franklin - The Marcellus Building Renovation

**CCD #** \_\_\_\_\_

**JOB #:** 2510

**PR #** 007

**RFI #** \_\_\_\_\_

**Other** \_\_\_\_\_

**TITLE:** PR #007 - Fire Marshal Response

**DESCRIPTION OF PROPOSAL**

Erickson Sullivan Architects - Request For Proposal #007 - Fire Marshal Reponse

Date of Issuance - January 21, 2026

Please providing pricing and/or credit where applicable for the following changes in response to comments made in the State Fire Marshal review. Please provide detailed cost breakouts for required work including travel, labor, materials and any potential restocking fees.

1. Doors 009 and 209 need to be changed from 45 minute rating doors and frames to 60 minute rating.
2. In order to maintain 18" of clearance on the pull side of the door, we are proposing that Door 104C into the restroom in Apartment 2 be flipped 180 degrees to swing outward.
3. In-wall blocking should be provided at all first floor showers and toilets in walls to accommodate future grab bar installation where not already shown

**RMV Construction LLC Labor / Material / Equipment**

Item	Description	Value
Materials		\$ -
Labor		\$ 200
Small Tools		\$ -
Equipment		\$ -
Site Supervision	2 Hrs x \$ 75 Per Hr	\$ 150
Project Management	1 Hrs x \$ 85 Per Hr	\$ 85
General Conditions	0 Days x \$ 595 Per Day	\$ -
<b>Subtotal RMV Construction LLC</b>		<b>\$ 435</b>

**Subcontractors / Suppliers**

Company	Scope / Description	Value
Metal Doors & Hardware	Change 009 and 209 to rated openings.	\$ 1,176
	Frames - Onsite; can't be returned	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Subtotal Subcontractors / Supplier</b>		<b>\$ 1,176</b>

Subtotal - RMV / Subcontractors / Suppliers		\$ 1,611
Profit / Fee - RMV Construction LLC	15%	\$ -
Profit / Fee - Subcontractors / Suppliers	5%	\$ 59
Bond / Insurance	1%	\$ 17
<b>Total Change Order Request</b>		<b>\$ 1,687</b>

Additional Days Requested to Contract 0 days



Steven Buckley <steven@rmvconst.com>

---

## The Marcellus Building Project - City of Franklin - Request for Proposal #007

---

Travis Huss <TravisH@metaldors.net>  
To: Steven Buckley <steven@rmvconst.com>

Thu, Feb 26, 2026 at 10:48 AM

Steven,

There is an added cost of \$ 1,176.00 + applicable tax for the following changes per RFP # 7

The HM frames are on site and are already rated for these changes at openings 009 and 209.

The wood doors have not been ordered and can be changed so no new material is needed

Opening 009- Change from non-rated opening to 60min

Opening 209- Change from 45min rated opening to 60min

Opening 104C is a wood frame by others by wood door by MDH. No additional cost from MDH just let us know if we should proceed with this change.

Please advise asap how we should proceed. If wood doors are ordered before direction is given then the above price is void

Let me know if you have any questions

Thank you

Travis Huss

Metal Doors and Hardware

6949 South 107<sup>th</sup> St.

LaVista, Ne 68128

Ph # 402-592-0260

Fax # 402-592-0549



March 25th, 2026

Mr. Steven Buckley  
RMV Construction  
steven@rmvconst.com

RE: City of Franklin Downtown Apartments and Commercial – **Request For Proposal #09 – Access Panel**

Mr. Buckley,

*Please provide a proposal outlining the revisions to the construction documents as detailed herein to complete all necessary labor and material to meet the intent of this request for proposal, including cost breakdown, and total costs for changes to the General Construction Contract Documents as detailed herein.*

Please provide pricing the following changes.

1. Addition of two 48" x 48" access panels into the MEP platform above restrooms in commercial spaces. Placement to be determined at a later date. Basis of design will be *Best 48"X48" Large Opening Double Leaf Access Panel* SKU: BA-L02D-48-48

Thank you,

Ben Brewer

A handwritten signature in black ink, appearing to read "Ben Brewer", is written over a horizontal line.

As discussed on site, it was determined that a 48" x 48" access panel will not fit within the available space.

As a result, the proposal has been updated to include a 36" x 36" access panel instead.



# RMV Construction LLC

1515 E 11th Street  
Kearney, NE 68847  
Phone: 308-893-2010 Fax: 308-238-0910

# PROPOSAL REQUEST

No. 009

**TITLE:** RFP #009 - Access Panels **DATE:** April 13, 2026  
**PROJECT:** City of Franklin - The Marcellus Building Renovation **JOB #:** 2510  
**TO:** Erickson Sullivan Architects  
110 S. 14th Street, Suite 200  
Lincoln, NE 68508  
**ATTN:** Trevor Hull

**PR void if not accepted within 10 days.**

### DESCRIPTION OF PROPOSAL

Erickson Sullivan Architects - Request For Proposal #009 - Access Panels  
Date of Issuance - March 25, 2026

Please providing pricing the following changes.

1. Addition of two 48" x 48" access panels into the MEP platform above restrooms in commercial spaces. Placement to be determined at a later date. Basis of design will be Best 48"X48" Large Opening Double Leaf Access Panel SKU: BA-L02D-48-48

Item	Description	Net Amount
00001	Materials -	\$ 70
00002	Labor -	\$ 520
00003	Small Tools -	\$ 18
00004	Equipment -	\$ -
00005	Site Supervision - 4 Hrs x \$75 Per Hr	\$ 300
00006	Project Management - 2 Hrs x \$85 Per Hr	\$ 170
00007	General Conditions - 0 Days x \$595 Per Day	\$ -
00008	Best Access Doors - Access Panels	\$ 1,150
00009	-	\$ -
00010	-	\$ -
00011	-	\$ -
00012	-	\$ -
00013	-	\$ -
00013	-	\$ -
00013	-	\$ -
00014	Profit / Fee - RMV Construction LLC	\$ -
00015	Profit / Fee - Subcontractors / Suppliers	\$ 58
00016	Bond / Insurance	\$ 23
<b>Total:</b>		<b>\$ 2,309</b>

APPROVAL: By approval of authorized parties below, RMV Construction LLC is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By:  By: Trevor Hull By: Margaret Seil  
Steven Buckley Erickson Sullivan Architects City of Franklin  
RMV Construction LLC  
Date: 4/13/2026 Date: \_\_\_\_\_ Date: \_\_\_\_\_



# RMV Construction LLC

# PROPOSAL REQUEST BREAKDOWN

1515 E 11th Street

No. 009

Kearney, NE 68847

Phone: 308-893-2010 Fax: 308-238-0910

**PROJECT:** City of Franklin - The Marcellus Building Renovation

**CCD #** \_\_\_\_\_

**JOB #:** 2510

**PR #** 009

**RFI #** \_\_\_\_\_

**Other** \_\_\_\_\_

**TITLE:** RFP #009 - Access Panels

### DESCRIPTION OF PROPOSAL

Erickson Sullivan Architects - Request For Proposal #009 - Access Panels

Date of Issuance - March 25, 2026

Please providing pricing the following changes.

1. Addition of two 48" x 48" access panels into the MEP platform above restrooms in commercial spaces. Placement to be determined at a later date. Basis of design will be Best 48"X48" Large Opening Double Leaf Access Panel SKU: BA-L02D-48-48

### RMV Construction LLC Labor / Material / Equipment

Item	Description	Value
Materials		\$ 70
Labor		\$ 520
Small Tools		\$ 18
Equipment		\$ -
Site Supervision	4 Hrs x \$ 75 Per Hr	\$ 300
Project Management	2 Hrs x \$ 85 Per Hr	\$ 170
General Conditions	0 Days x \$ 595 Per Day	\$ -
<b>Subtotal RMV Construction LLC</b>		<b>\$ 1,078</b>

### Subcontractors / Suppliers

Company	Scope / Description	Value
Best Access Doors	Access Panels	\$ 1,150
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Subtotal Subcontractors / Supplier</b>		<b>\$ 1,150</b>

Subtotal - RMV / Subcontractors / Suppliers		\$ 2,228
Profit / Fee - RMV Construction LLC	15%	\$ -
Profit / Fee - Subcontractors / Suppliers	5%	\$ 58
Bond / Insurance	1%	\$ 23
<b>Total Change Order Request</b>		<b>\$ 2,309</b>

Additional Days Requested to Contract 0 days



Quality Access Doors- FAST!

# SUBMITTAL/TECHNICAL DATA SHEET

## STANDARD OPTIONS

- MATERIAL:**  
16 gauge cold rolled steel
- HINGE:**  
Continuous piano type hinge
- GASKETING:**  
Neoprene gasket
- LOCK / LATCH:**  
Screwdriver operated cam latch
- FINISH:**  
High quality white powder coat primer
- PACKAGING:**  
Individually wrapped, 1 per box

## OPTIONS AVAILABLE

- LOCK / LATCH:**
  - Key operated cylinder cam latch
  - Hex head cam latch
  - Pinned hex head cam latch
  - Handle operated cam latch
  - Mortise preparation for cylinder
- MATERIAL:**  
Stainless steel 304 #4 (brushed finish)

For a complete list of options visit [www.BestAccessDoors.com](http://www.BestAccessDoors.com)

Scan or Click



To view Pricing and Additional Product Info.

**LEED READY: THIS PRODUCT CONTRIBUTES TO LEED® CREDITS**

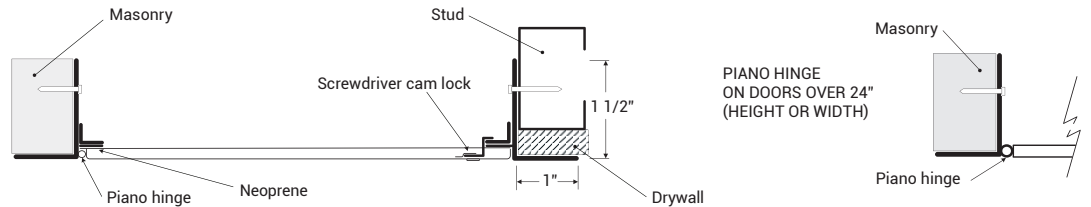


SKU: **BA-UAP-G**  
**GENERAL PURPOSE ACCESS DOOR WITH NEOPRENE GASKET**  
 FOR ALL SURFACE TYPES



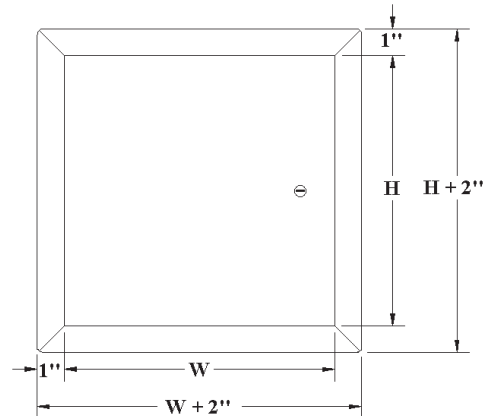
## INSTALLATION

>> [CLICK TO VIEW ADDITIONAL DETAILS AND PRICING <<](#)



## DIMENSIONS AND APPEARANCE

DOOR SIZE W x H INCHES (MM)	NUMBER OF LOCKS	WEIGHT LBS	KG
6 x 6 (152 x 152)	1	2	0.9
8 x 8 (203 x 203)	1	3	1.4
8 x 12 (203 x 304)	1	4	1.8
10 x 10 (254 x 254)	1	4	1.8
12 x 12 (304 x 304)	1	5	2.3
12 x 16 (304 x 406)	1	6.2	2.8
12 x 18 (304 x 457)	1	7	3.2
12 x 24 (304 x 609)	1	8	3.6
14 x 14 (356 x 356)	1	7	3.2
16 x 16 (406 x 406)	1	8	3.6
18 x 18 (457 x 457)	1	9	4.1
18 x 24 (457 x 609)	1	13	5.9
20 x 20 (508 x 508)	1	11	5
22 x 22 (558 x 558)	1	13	5.9
* 22 x 30 (558 x 762)	2	17	7.7
* 22 x 36 (558 x 914)	2	19	8.6
* 24 x 24 (609 x 609)	1	15	6.8
* 24 x 30 (609 x 762)	2	20	9.1
* 24 x 36 (609 x 914)	2	22	10
* 24 x 48 (609 x 1219)	2	28	12.7
* 30 x 30 (762 x 762)	4	23	12.7
* 36 x 36 (914 x 914)	4	31	14.1



ROUGH WALL OPENING IS DOOR SIZE + 1/4" OR + 6MM  
 \* Piano hinge on doors over 24 inches (height or width)  
 The BA-LHD model is recommended for over 1296 sq. inches

## PROJECT DATA

**Custom Sizes Available - Fast!**

PROJECT NAME :	QTY	W	H	OPTIONS
ARCHITECT :				
DEALER :				
CONTRACTOR :				
LOCATION :	SPECIAL INSTRUCTIONS :			
DATE :				
TAGGING INSTRUCTIONS :	SUBMITTAL APPROVAL : (signature or stamp)			

TELEPHONE:  
1-800-483-0823  
FAX:  
1-888-828-6021



228 PARK AVE. S. #76520  
NEW YORK, NY, 10003



WEBSITE:  
[www.BestAccessDoors.com](http://www.BestAccessDoors.com)  
E-MAIL:  
[info@bestaccessdoors.com](mailto:info@bestaccessdoors.com)



April 14th, 2026

Mr. Steven Buckley  
RMV Construction  
steven@rmvconst.com

RE: City of Franklin Downtown Apartments and Commercial – **Request For Proposal #10 –Plumbing Chases and MEP Updates**

Mr. Buckley,

*Please provide a proposal outlining the revisions to the construction documents as detailed herein to complete all necessary labor and material to meet the intent of this request for proposal, including cost breakdown, and total costs for changes to the General Construction Contract Documents as detailed herein.*

Please provide pricing and credit where applicable for the following descriptions and drawings. This RFP is intended to respond to various RFIs from MEP contractors about plumbing routing through the Commercial spaces, lighting in various areas, and other Electrical items

#### **Architectural Drawings**

1. A101 – First Floor Plan – Widening of column to terminate lower plumbing chase above
2. A110 – First Floor Reflected Ceiling Plan – Addition of new chases (south and North) that are detailed in view 5. The northern chase is intended to be only as long as is necessary to encapsulate plumbing.

#### **MEP Drawings**

1. Sheet E101: In the mechanical loft above RR 101A, add a receptacle on the west wall and a Type 1 light fixture in the loft ceiling. Light to be controlled from a switch on the west wall near the access door. Add loft receptacle and light to circuit CA-2.

In the mechanical loft above RR 102B, add a receptacle on the north wall and a Type 1 light fixture in the loft ceiling. Light to be controlled from a switch on the north wall near the access door. Add loft receptacle and light to circuit CB-2.

In Apartment 2, add a Type 1 light fixture in the laundry closet, to be controlled from a switch on the west wall of the closet and connected to the bathroom circuit.

Add a wet-location emergency thermoplastic light fixture on the south exterior wall centered between the west wall and the doorway, mounted at 7'-6" and connected to the exterior lighting circuit. Light fixture: Emergensee SEEOWLEM

2. Sheet E102: In Apartment 7, add a Type 1 light fixture in the laundry room, to be controlled from a switch on the east wall of the room and connected to the living area lighting circuit.

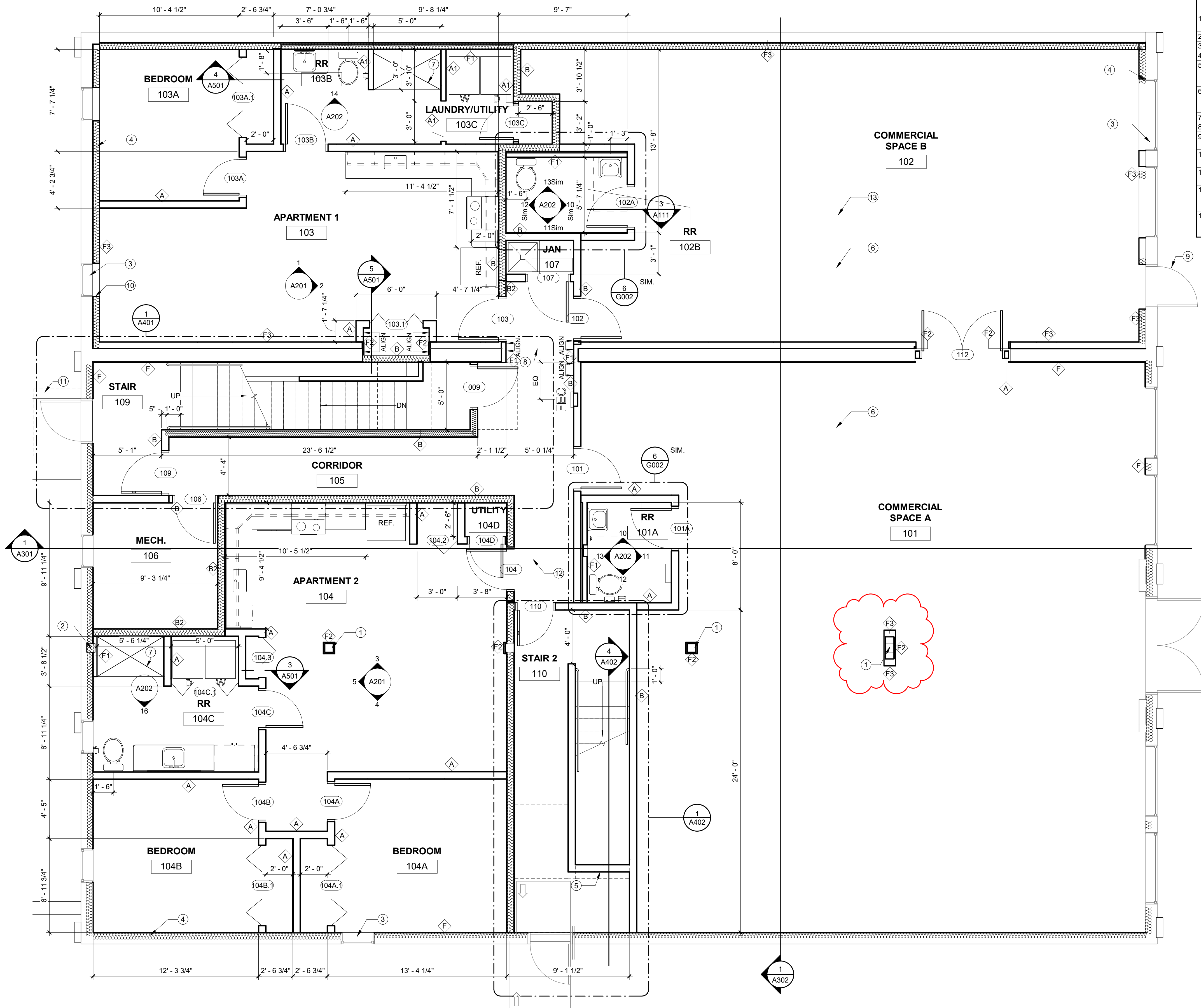
In Apartment 6, add a Type 1 light fixture in the laundry closet, to be controlled from a switch on the east wall of the closet and connected to the living area lighting circuit.

In Apartment 5, add a Type 1 light fixture in the laundry closet, to be controlled from a switch on the east wall of the closet and connected to the living area lighting circuit.

Thank you,

Ben Brewer MBA NCARB

A handwritten signature in cursive script, reading "Ben Brewer". The signature is written in black ink and is positioned below the typed name.



### KEYNOTES

- WRAP EXISTING COLUMN IN 5/8" TYPE 'X' GYPSUM WALLBOARD ON 1X WOOD FURRING
- NEW COLUMN, SEE STRUCTURAL
- INSTALL NEW WOOD WINDOW SILL, SEE DETAIL 3/A501, TYP
- BATT INSULATION, FULL DEPTH OF STUD CAVITY, TYP
- NEW MAIL BOX. INSTALL AT MANUFACTURER SPECIFIED ADA ACCESSIBLE HEIGHT, COORDINATE WITH APPROPRIATE LOCAL AUTHORITIES. COORDINATE STYLE, SIZE, AND NUMBER OF MAIL/PARCEL SLOTS WITH OWNER
- INSTALL 1/2" PLYWOOD FLOOR SHEATHING OVER EXISTING FLOOR DECKING, TYP. BOTH FLOORS. SEE DETAIL ON G001 FOR FIRE RATED ASSEMBLIES AT BALCONY FRAMED APPLICATIONS. SEE STRUCTURAL
- SEE PLUMBING DRAWINGS FOR FIXTURE TYPES/DETAILS, TYP
- PROVIDE NEW 2X12 FRAMING & 1/2" FLOOR SHEATHING AT NEW WALL OPENING
- EXTERIOR DOORS AND WINDOWS TO REMAIN. PROTECT AND MAINTAIN AS REQ. TYP
- EXTERIOR DOORS AND WINDOWS INSTALLED BY OTHERS. RETURN WALL FINISH TO FRAMES TYP.
- BASEMENT AND CRAWLSPACE TO BE CLEARED OF ALL DEBRIS AND INSPECTED FOR DAMAGE. NOTIFY ARCHITECT IF ANY DAMAGE IS FOUND
- INSTALL NEW STEGO HOME 15 MIL WRAP EAST OF BASEMENT WALL ON TOP OF EXISTING AND REPLACED WOOD DECKING. SEAL EDGES AND ALL PENETRATIONS INCLUDING FASTENERS PER MANUF. RECOMMENDATION
- INSTALL NEW STEGO HOME 15 MIL WRAP THROUGHOUT NORTH BUILDING ON TOP OF EXISTING AND REPLACED WOOD DECKING. SEAL EDGES AND ALL PENETRATIONS INCLUDING FASTENERS PER MANUF. RECOMMENDATION

### WALL TYPES LEGEND

INTERIOR WOOD STUD WALLS	
	5/8" TYPE 'X' GWB, PNTD. 2x6 WOOD STUD @ 16" O.C. 5/8" TYPE 'X' GWB, PNTD.
	5/8" TYPE 'X' GWB, PNTD. 2x6 WOOD STUD @ 16" O.C. 3-1/2" FIBERGLASS INSULATION *1HR FIRE RATING - UL U305 5/8" TYPE 'FC30' GWB, PNTD.
	5/8" TYPE 'FC30' GWB, PNTD. 2x6 WOOD STUD @ 16" O.C. 3-1/2" FIBERGLASS INSULATION *5HR FIRE RATING - UL U407 5/8" TYPE 'FC30' GWB, PNTD.
	5/8" TYPE 'FC30' GWB, PNTD. 2x4 WOOD STUD @ 16" O.C. X2 3-1/2" FIBERGLASS INSULATION WHERE INDICATED *5HR FIRE RATING - UL U407 5/8" TYPE 'FC30' GWB, PNTD.
INTERIOR FURRING WALLS	
	5/8" TYPE 'X' GWB, PNTD. EXIST. WALL
	5/8" TYPE 'X' GWB, PNTD. 2x4 WOOD STUD @ 16" O.C. 3.5" FIBERGLASS INSULATION, WHERE INDICATED ON PLAN EXIST. WALL
	5/8" TYPE 'X' GWB, PNTD. 1X WOOD FURRING EXIST. WALL
	5/8" TYPE 'X' GWB, PNTD. 2x6 WOOD STUD @ 16" O.C. 5.5" FIBERGLASS INSULATION, WHERE INDICATED ON PLAN EXIST. WALL

- ### NOTES:
- SEE SPECIFICATIONS FOR FRAMING NOTES.
  - ALL STUDS ARE CONTINUOUS FROM FLOOR STRUCTURE TO CEILING STRUCTURE UNLESS NOTED OTHERWISE.
  - NO FINISH ON INTERIOR OF CHASE.
  - ALL AREAS SHOWN AS TILE OR FRP TO HAVE 5/8" CEMENT BACKER BOARD IN LIEU OF GWB.
  - INSULATION TO BE PLACED WHERE SHOWN ON PLAN.
  - CONTRACTOR TO FIELD VERIFY EXISTING WALL THICKNESSES AT LOCATIONS TO BE INFILLED TO CONFIRM EXISTING CONDITIONS PRIOR TO ORDERING FRAMES.
  - THE CORRESPONDING RATED ASSEMBLIES ARE INDICATED BELOW THE PARTITION.
  - PARTITION TYPES DO NOT INCLUDE APPLIED FINISHES CALLED FOR IN THE ROOM FINISH SCHEDULE.
  - "ALIGN" NOTE TO SUPERCEDE DIMENSIONS. WHERE A SIGNIFICANT CONFLICT OCCURS. NOTIFY ARCHITECT.
  - TYPE 'X' GWB MAY BE SUBSTITUTED IN LIEU OF TYPE 'FC30' GWB

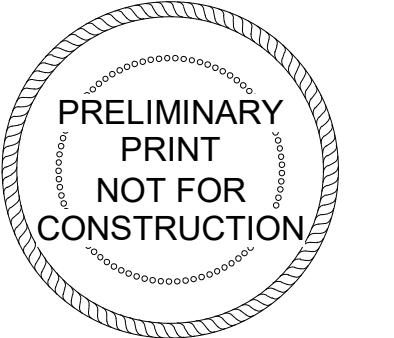
**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

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Note: Original drawing format is 22" x 34". Any other sheet size will affect drawing scale.  
Erickson Sullivan Architects  
Certificate of Authorization No: CA-4491

**CONSULTANTS:**  
STRUCTURAL ENGINEER:  
**RO YOUKER**  
STRUCTURAL ENGINEERING  
811 S. 13th Street, Lincoln, NE 68508  
p: 402.477.7640 www.royouker.com  
Certificate of Authorization No: CA-0025

MEP ENGINEERS:  
**GEARY**  
ENGINEERING, INC.  
7800 'O' STREET SUITE 100 Lincoln, Nebraska 68513  
Tel: (402) 489-7627  
Certificate of Authorization No: CA-0405

CIVIL ENGINEER:  
**REGA**  
ENGINEERING  
601 OLD CHENEY RD, SUITE A LINCOLN, NEBRASKA 68513  
Tel: (402) 484-7342  
Certificate of Authorization No: CA-1678



**CITY OF FRANKLIN DOWNTOWN APARTMENTS AND COMMERCIAL**  
615 15TH AVE  
FRANKLIN, NE 68939  
PROJECT NO. 35024

**CONSTRUCTION DOCUMENTS**  
DATE: OCTOBER 14TH, 2025

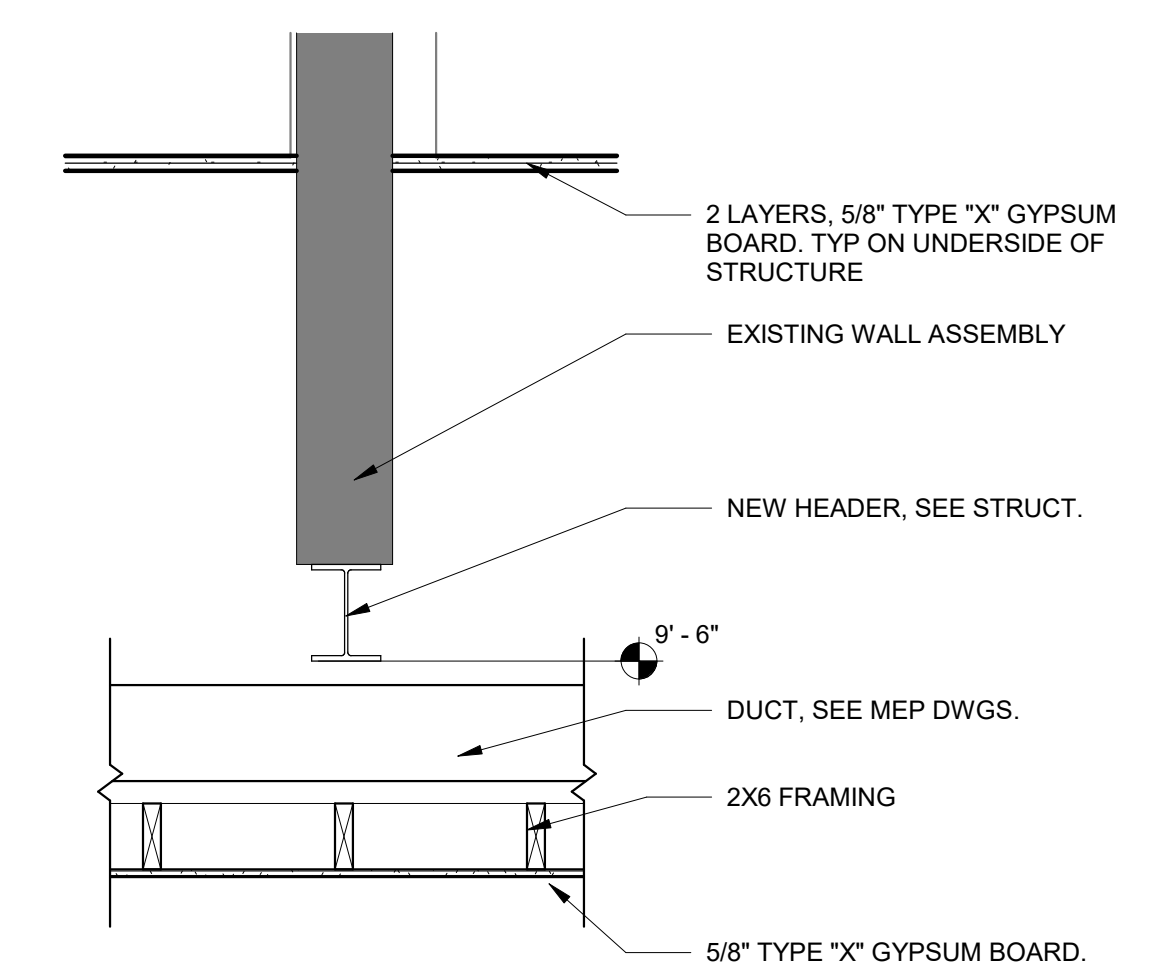
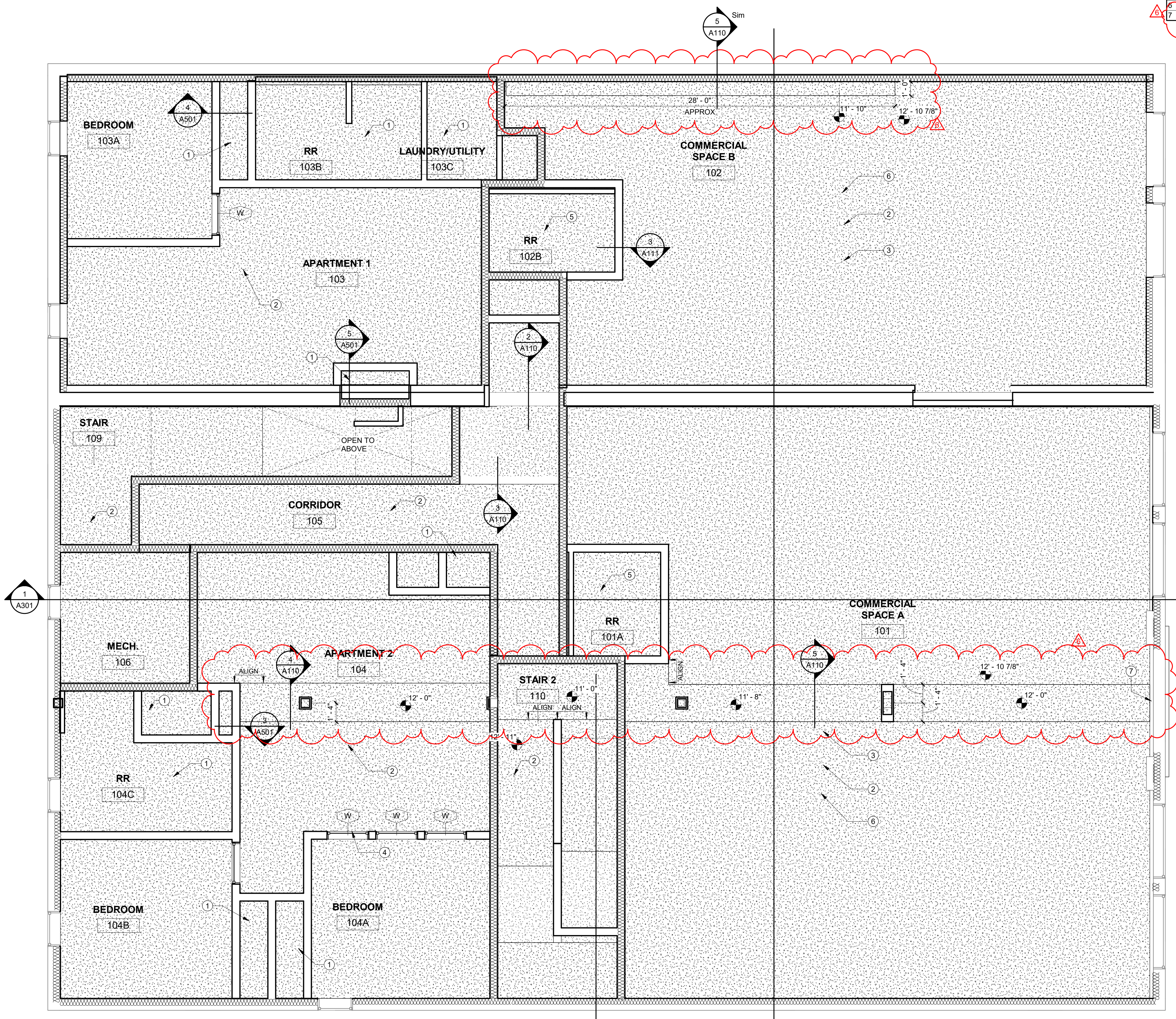
REV.	DATE	REF.
4	09/16/2025	
5	01/20/2026	
6	04/14/2026	RFP-10



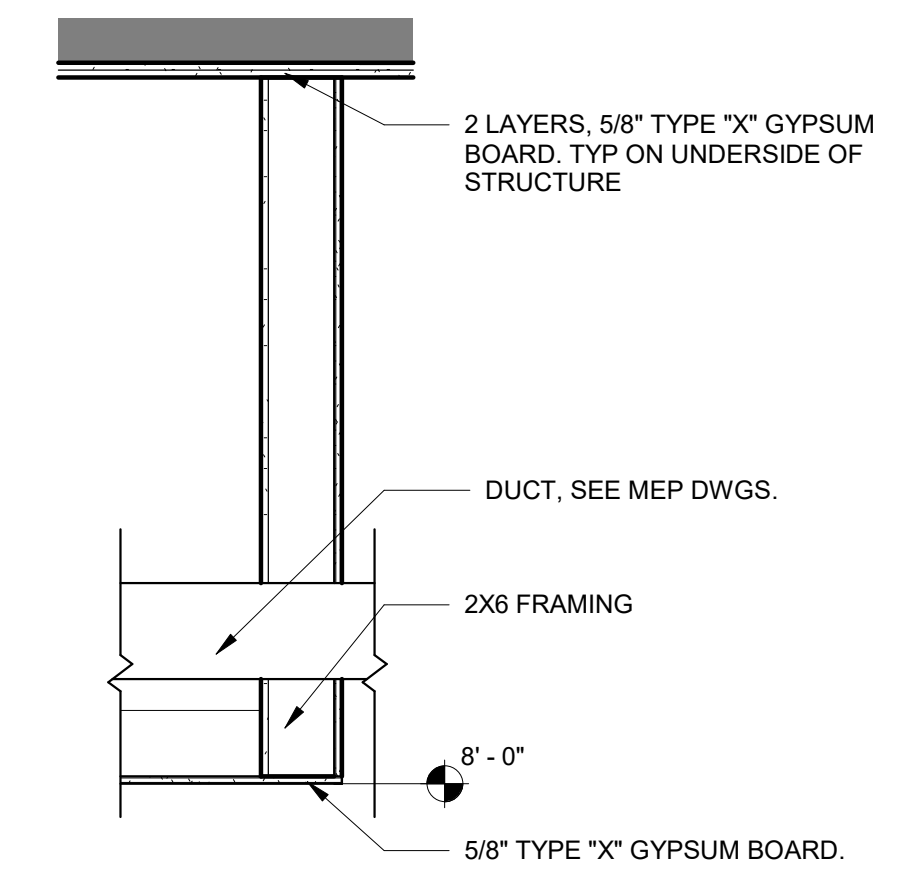
**ERICKSON SULLIVAN ARCHITECTS**  
110 S. 14TH STREET, SUITE 200  
LINCOLN, NE 68508 TEL. 402.475.787

**A101**  
FIRST FLOOR PLAN

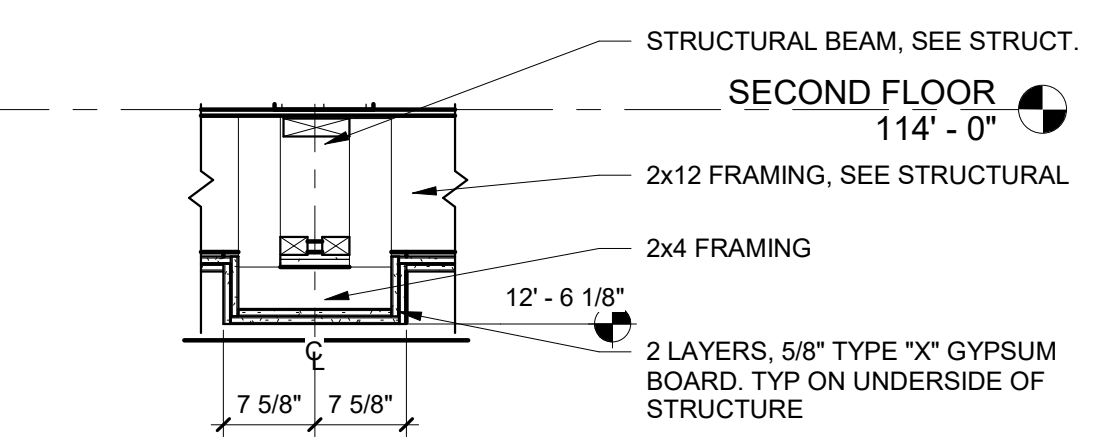
#	KEYNOTES
1	1 LAYER OF 5/8" GYPSUM BOARD ON 2X6 STUD @ 16" O.C. CEILING AT 8'-0" A.F.F. FOR CLOSETS & BATHROOMS. ROOMS NOT NOTED ARE TO BE EXPOSED TO FIRE RATED ASSEMBLY SHOWN ON G001
2	SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR LIGHTING AND MECHANICAL LAYOUTS, TYP
3	SEE DETAIL 4/G001 FOR CEILING/FLOOR CONSTRUCTION THROUGHOUT FLOOR, TYP
4	SEE ELEVATIONS FOR INTERIOR WINDOW DIMENSIONS, TYP
5	1 LAYER OF 5/8" GYPSUM BOARD ON 2X8 STUD AT 16" O.C. CEILING AT 8'-0" A.F.F. AT COMMERCIAL BATHROOMS. 22/32" PLYWOOD DECKING ON 2X8 JOISTS FOR MECHANICAL LOFT. SEE DETAIL 3/A111
6	2 LAYERS, 5/8" TYPE "X" GYPSUM BOARD, TYP TO WRAP CHASE ON UNDERSIDE OF STRUCTURE
7	ALIGN BOTTOM OF SOFFIT WITH UPPER SOFFIT OF OPENING



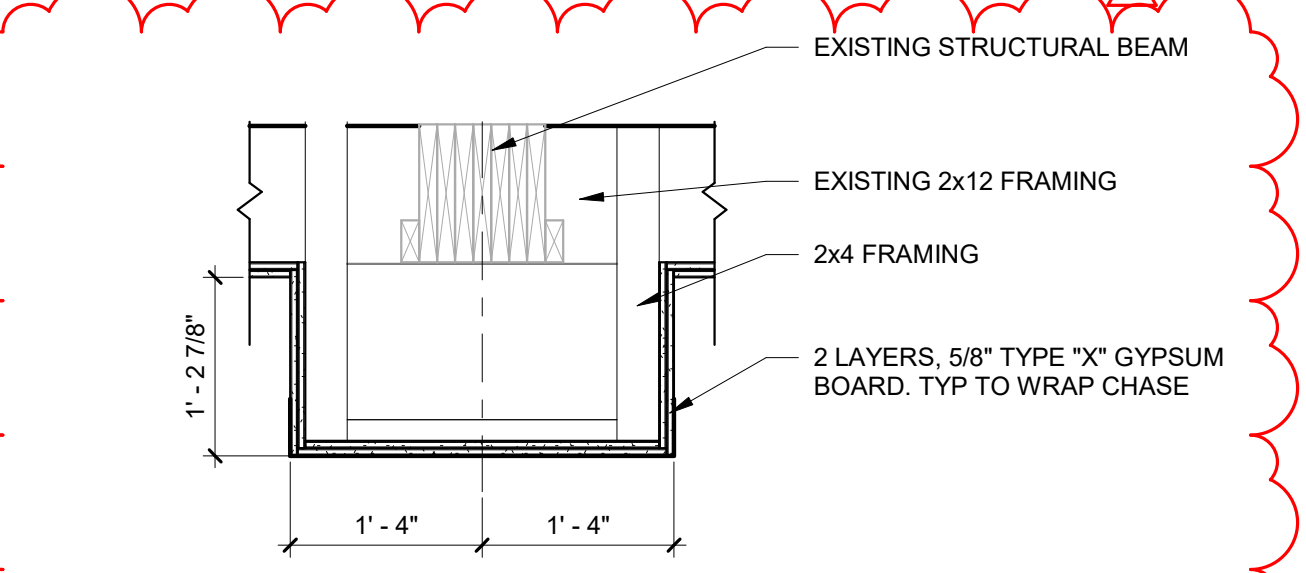
2 CEILING AT DIMISING WALL  
SCALE: 3/4" = 1'-0"



3 SECTION AT CEILING TRANSITION  
SCALE: 3/4" = 1'-0"



4 SECTION AT JOIST SUPPORT  
SCALE: 3/4" = 1'-0"



5 PLUMBING CHASE SECTION  
SCALE: 3/4" = 1'-0"

FIRST FLOOR REFLECTED CEILING PLAN  
SCALE: 1/4" = 1'-0"

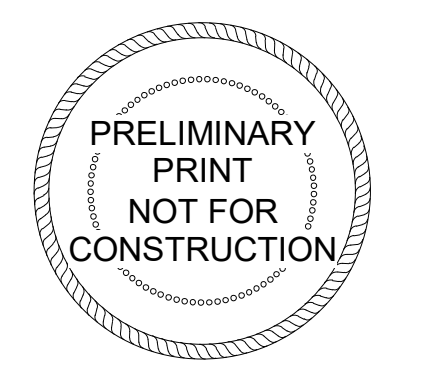
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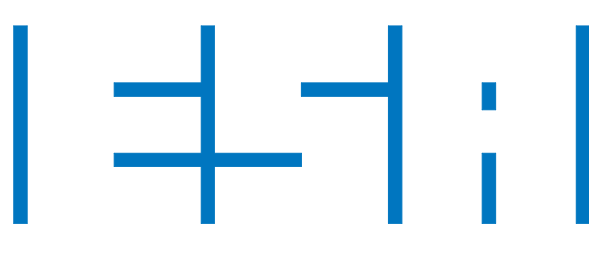
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Certificate of Authorization No: CA-1678



**CITY OF FRANKLIN DOWNTOWN APARTMENTS AND COMMERCIAL**  
615 15TH AVE  
FRANKLIN, NE 68939  
PROJECT NO. 35024

CONSTRUCTION DOCUMENTS  
DATE: OCTOBER 14TH, 2025

REV.	DATE	REF.
6	04/14/2026	RFP-10



**ERICKSON SULLIVAN ARCHITECTS**  
110 S. 14TH STREET, SUITE 200  
LINCOLN, NE 68508 TEL. 402.475.787

**A110**  
FIRST FLOOR REFLECTED CEILING PLAN



# RMV Construction LLC

1515 E 11th Street  
Kearney, NE 68847  
Phone: 308-893-2010 Fax: 308-238-0910

# PROPOSAL REQUEST

No. 010

**TITLE:** RFP #010 - Plumbing Chases and MEP Updates  
**PROJECT:** City of Franklin - The Marcellus Building Renovation  
**TO:** Erickson Sullivan Architects  
110 S. 14th Street, Suite 200  
Lincoln, NE 68508

**DATE:** April 27, 2026  
**JOB #:** 2510

**ATTN:** Trevor Hull

**PR void if not accepted within  
10 days.**

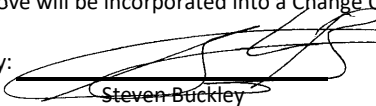
### DESCRIPTION OF PROPOSAL

Erickson Sullivan Architects - Request For Proposal #010 - Plumbing Chases and MEP Updates  
Date of Issuance - April 14, 2026

Please provide pricing and credit where applicable for the following descriptions and drawings. This RFP is intended to respond to various RFIs from MEP contractors about plumbing routing through the Commercial spaces, lighting in various areas, and other Electrical items

Item	Description	Net Amount
00001	Materials - Rough Framing / Drywall	\$ 1,470
00002	Labor - Rough Framing / Drywall	\$ 3,278
00003	Small Tools -	\$ 95
00004	Equipment -	\$ -
00005	Site Supervision - 8 Hrs x \$75 Per Hr	\$ 600
00006	Project Management - 2 Hrs x \$85 Per Hr	\$ 170
00007	General Conditions - 0 Days x \$595 Per Day	\$ -
00008	Cornerstone Electric -	\$ 4,430
00009	-	\$ -
00010	-	\$ -
00011	-	\$ -
00012	-	\$ -
00013	-	\$ -
00013	-	\$ -
00013	-	\$ -
00014	Profit / Fee - RMV Construction LLC	\$ -
00015	Profit / Fee - Subcontractors / Suppliers	\$ 222
00016	Bond / Insurance	\$ 103
<b>Total:</b>		<b>\$ 10,368</b>

APPROVAL: By approval of authorized parties below, RMV Construction LLC is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By:   
Steven Buckley  
RMV Construction LLC  
Date: 4/27/2026

By: \_\_\_\_\_  
Trevor Hull  
Erickson Sullivan Architects  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Margaret Seil  
City of Franklin  
Date: \_\_\_\_\_

**RMV Construction LLC**

1515 E 11th Street

Kearney, NE 68847

Phone: 308-893-2010 Fax: 308-238-0910

**PROPOSAL REQUEST BREAKDOWN**No. 010**PROJECT:** City of Franklin - The Marcellus Building Renovation  
**JOB #:** 2510**CCD #** \_\_\_\_\_  
**PR #** 010  
**RFI #** \_\_\_\_\_  
**Other** \_\_\_\_\_**TITLE:** RFP #010 - Plumbing Chases and MEP Updates**DESCRIPTION OF PROPOSAL**Erickson Sullivan Architects - Request For Proposal #010 - Plumbing Chases and MEP Updates  
Date of Issuance - April 14, 2026

Please provide pricing and credit where applicable for the following descriptions and drawings. This RFP is intended to respond to various RFIs from MEP contractors about plumbing routing through the Commercial spaces, lighting in various areas, and other Electrical items

**RMV Construction LLC Labor / Material / Equipment**

Item	Description	Value
Materials	Rough Framing / Drywall	\$ 1,470
Labor	Rough Framing / Drywall	\$ 3,278
Small Tools		\$ 95
Equipment		\$ -
Site Supervision	8 Hrs x \$ 75 Per Hr	\$ 600
Project Management	2 Hrs x \$ 85 Per Hr	\$ 170
General Conditions	0 Days x \$ 595 Per Day	\$ -
<b>Subtotal RMV Construction LLC</b>		<b>\$ 5,613</b>

**Subcontractors / Suppliers**

Company	Scope / Description	Value
Cornerstone Electric		\$ 4,430
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Subtotal Subcontractors / Supplier</b>		<b>\$ 4,430</b>

Subtotal - RMV / Subcontractors / Suppliers		\$ 10,043
Profit / Fee - RMV Construction LLC	15%	\$ -
Profit / Fee - Subcontractors / Suppliers	5%	\$ 222
Bond / Insurance	1%	\$ 103
<b>Total Change Order Request</b>		<b>\$ 10,368</b>

Additional Days Requested to Contract 0 days



RFP-10 Plumbing Chases and MEP Updates

Quantity	Description	Unit		Labor	
		Price	Total	Unit	Total
86	Ft 12/2 MC Cable with Ground	0.63	54.12	0.038	3.251
5	U Raco 8355 Switch Box	4.00	20.00	0.322	1.610
6	U Ground Pig Tail	1.25	7.50	0.000	0.000
14	U MC Cable Connector	0.83	11.62	0.217	3.038
2	U P&S 2097-I GFCI Receptacle	22.53	45.06	0.353	0.706
8	U P&S TP1I Plate	0.49	3.93	0.119	0.952
2	U Raco 164 Octagon Box	14.84	29.68	0.476	0.952
6	U P&S S1-20-RAC Round Box	3.30	19.78	0.381	2.286
6	U P&S P1-22-R Switch Box	0.82	4.94	0.317	1.902
8	U P&S CS20AC1-I Switch	5.00	40.00	0.353	2.824
45	Ft 12/2 Romex with Ground	0.50	22.53	0.035	1.566
26	Ft 14/2 Romex with Ground	0.34	8.79	0.032	0.837
6	U Elco ERT612CT5W/EMP6 Fixture	135.00	810.00	1.000	6.000
1	U EMLIG SEEOWLEM Fixture	42.00	42.00	1.000	1.000
			0.00		0.000
			0.00		0.000
	Total Material & Labor Add		1119.96		26.92



336 RIVER END LANE DOBSON, NC 27017  
 877-494-2997 sales@tristatecarports.com

# PURCHASE ORDER v1

Fax# 336-719-0585 Fax# 336-719-0703

ORDER DATE 4/1/26

YES  NO RTO ORDER

3D Builder ID #

NAME: CITY OF FRANKLIN  
 INSTALL ADDRESS: 619 15TH AVE  
 CITY: FRANKLIN STATE: NE ZIPCODE: 68939  
 EMAIL: ao@cityoffranklin.net COUNTY: \_\_\_\_\_  
 CELL: (308) 425-6295 WORK: \_\_\_\_\_

DEALER NAME: Paulsen Automotive  
 CELL #: \_\_\_\_\_ WORK #: (308) 425-3416  
 EMAIL: jshusker@hotmail.com

LOT MUST BE LEVEL, NO MORE THAN 3" OFF LEVEL AND CLEAR OF OBSTACLES OR UNIT MAY NOT BE INSTALLED  
 NOTE: FRAME IS 1' SHORTER THAN ROOF LENGTH (EXCEPT VROOF)  
 INSTALLATION SURFACE  
 CONCRETE PAD

BUILDING TYPE carport  
 WIDTH \_\_\_\_\_ ROOF STYLE VERTICAL ROOF  
 LENGTH \_\_\_\_\_ FRAME GAUGE 14G  12G  
 HEIGHT \_\_\_\_\_ CERTIFIED YES  NO  
 BASE RAIL LENGTH \_\_\_\_\_ LOAD RATING 127 WIND50 SNOW

ROOF COLOR EVERGREEN  
 TRIM COLOR WHITE  
 SIDES COLOR NONE  
 ENDS COLOR NONE  
 WAINSCOT COLOR NONE  
 IS YOUR SURFACE LEVEL? NO  
 READY FOR INSTALL? NO  
 ELECTRICITY AVAILABLE? NO

QTY	DESCRIPTION	PRICE
	discount	\$ 1,707.30
	32X20 base price	\$ 15,084.00
	9 ft	\$ 357.00
	plates for anchoring legs	\$ 696.00
	12 ga upgrade	\$ 936.00
	no base rail will be installed on plates to concrete	
<b>TOTALS</b>		
	SUBTOTAL	\$ 15,365.70
	TAX+ tax exmp %	\$ 0.00
	PRICE	\$ 15,365.70
	DOWN PAYMENT 10 %	\$ 1,536.57
	EXTRA LABOR FEE +	
	<b>BALANCE DUE ON INSTALLATION</b>	<b>\$ 13,829.13</b>
	BLUE PRINT COST +	

PAYMENT METHOD	
CREDIT CARD (3% CARD FEE)	<input checked="" type="checkbox"/> CASHIERS CHECK
MONEY ORDER	<input type="checkbox"/> OTHER TYPE

**PURCHASE AGREEMENT (SEE REVERSE FOR TERMS AND CONDITIONS)**  
 Tri State Carports, Inc. reserves the right to correct any balance/pricing errors. Tri State Carports, Inc. holds the right to repossess any buildings not paid in full upon installation. A labor charge will be added for any additional labor such as cutting posts to lever carports, building over objects such as RV.s and moving materials to remote locations, etc Customer is responsible for pulling any permits. Customer understands that all building frames are 1' shorter than roof lengths.  
 By signing this agreement, customer understands and agrees with all terms and conditions found on both front and back of this document.  
 CUSTOMER SIGNATURE CITY OF FRANKLIN by Raquel Felaion DATE: 4/1/26

ONCE CARPORT/S IS INSTALLED CUSTOMER MUST SIGN BELOW TO SIGNIFY ACCEPTANCE OF UNIT/S AS INSTALLED  
 CUSTOMER SIGNATURE: [Signature] DATE: 4.23.26  
 INSTALLER SIGNATURE: \_\_\_\_\_

05-04 5800 CARPORT GRANT

# PURCHASE AGREEMENT

## Prices, Payment and Risk of Loss

a.) Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of (30) days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes. Buyer agrees to pay all applicable sales or other taxes levied with respect to Goods (and replacements) in the Agreement, unless exempt therefrom. All prices are in United States dollars. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt of all invoices rendered by Seller for any such items Seller may pay and for the Goods. b.) Tri State Carports, Inc. reserves the right to update or change any pricing discrepancies made by dealer.

c.) Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation. An additional labor charge will be added to orders for buildings being installed over RVs, Campers, Large Obstacles, Retaining Walls, Docks, Decks, Over Fences, etc. d.) Customer expressly agrees that the carport/garage/barn/etc... shall remain property of Tri State Carports, Inc. until payment is made in full. e.) Tri State Carports, Inc. hereby retains a purchase money security interest in said building as set forth in Section 9 of the Uniform Commercial Code as enacted in the state where building is being installed. Failure to pay liability for specific performance of the contract including legal fees and court costs, at the seller's expense. f.) Balance due to be paid in FULL at time of completion of building, to Tri State Carports, Inc. by Cashiers-check/Money Order/Visa/Master Card, American Express, or Discover Card. NO PERSONAL CHECKS OR COMPANY CHECKS will be accepted. g.) Tri State Carports, Inc. holds the right to make any exceptions to the above clauses if payment is made in check and the check is returned NSF. Buyer will be responsible for additional expenses incurred by Seller as a result of the returned check. Seller reserves the right to include additional fees as allowed by law for checks returned NSF. These fees include a \$35 service charge. h.) Tri State Carports, Inc. will not be responsible for down payment refunds. The independent dealer will have this responsibility if a refund is legally due. i.) Tri State Carports, Inc. reserves the right to cancel any order at anytime. j.) A restock fee of 5% or \$200 will be added for customer cancellations within 72 hours of installation date. Restock fees will also be applicable to unprepared and unlevelled sites.

Shipping and installation dated are estimated based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping orders or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to great any credit proposed in the Agreement. Delivery dates may be rescheduled due to bad weather conditions, installer running behind, accidents, etc. Buyer agrees to give Seller up to 3 installation attempts to deliver said product. Customer must supply full lift for buildings 13' and above. All buildings have a 30 day workmanship warranty effective upon day of installation. Any installation concern must be reported within 30 days beginning the date of installation. Tri State Carports, Inc. is not liable for any damages as a result of any inclement weather. Unlevelled lots, and customer recommendations buildings with frame lengths longer than 30 foot to be vertical roofs to avoid possible leaks and or rust in between seams. b.) Base Price reflects only roof & framing, sides, ends, etc... are optional features. Frames on regular style and boxed eave style buildings are 1 foot shorter than roof length. Roofs have 6" overhang on front and back. Frame lengths are as follows: 21' = 20' Frame, 26' = 25' Frame, and so on. Cement pad to match frame length or be at least 4" larger all around the foot print of the frame. Frames on vertical roof buildings are flush with the frame and do not have 6" overhang end to end.

Workmanship Warranty. All buildings have a 30 day workmanship warranty effective upon day of installation. Any installation concern must be reported within 30 days beginning the date of installation. Tri State Carports, Inc. is not liable for any damages as a result of any inclement weather. Unlevelled lots, and customer recommendations buildings with frame lengths longer than 30 foot to be vertical roofs to avoid possible leaks and or rust in between seams. b.) Base Price reflects only roof & framing, sides, ends, etc... are optional features. Frames on regular style and boxed eave style buildings are 1 foot shorter than roof length. Roofs have 6" overhang on front and back. Frame lengths are as follows: 21' = 20' Frame, 26' = 25' Frame, and so on. Cement pad to match frame length or be at least 4" larger all around the foot print of the frame. Frames on vertical roof buildings are flush with the frame and do not have 6" overhang end to end.

## Customer Responsible for Locating Underground Utilities.

It is the responsibility of the customer to inform Tri State Carports, Inc. and the independent contractor installers with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the locations of the underground utilities be marked. Tri State Carports, Inc. is not responsible for any damage caused to underground utilities. Customer agrees to indemnify and hold harmless Tri State Carports, Inc. from any liability for obtaining local building permits, covenant searches, right of way or setback restrictions and leveling carport/s area for install. There are no warranties which extend beyond the description on the face hereof. The warranties in this agreement are in lieu of all other warranties express or implied, including without limitation loss of revenues and profits, damages or labor charges, including without limitation loss of revenues and profits, even if it has been advised of the possibility of such damages. Buyer must have original copy of this document at time of claim.

**Warranty Disclaimer.** There are no warranties which extend beyond the description on the face hereof. The warranties in this agreement are in lieu of all other warranties express or implied, including without limitation loss of revenues and profits, damages or labor charges, including without limitation loss of revenues and profits, even if it has been advised of the possibility of such damages. Buyer must have original copy of this document at time of claim.

**Limitation on Liability.** In no event will seller be liable to buyer and/or any third parties for any incidental damages. Consequential damages, special damages, exemplary damages or labor charges, including without limitation loss of revenues and profits, even if it has been advised of the possibility of such damages. Buyer must have original copy of this document at time of claim.

**Warranty Limited to Original Purchaser.** This warranty extends only to the original purchaser of the product warranted by this document. Buyer must have original copy of this document at time of claim. Said warranty does not extend to transferee owners of the product.

**Exclusions and Limitations.** Tri State Carports, Inc. does not warrant any products not installed and anchored by a factory-approved installer utilizing a factory approved anchoring system. Installation by anyone other than a factory approved installer utilizing a factory approved system will VOID your warranty. Damages from improper anchoring, strong winds, snow or ice are not considered defects. Tri State Carports, Inc. does not warrant or guarantee any product in snow or ice to prevent collapse. Tri State Carports, Inc. does not warrant any temporary anchoring systems (e.g. rebar) utilized by the customer, nor shall Tri State Carports, Inc. be in any way responsible for damage caused by the use of such temporary anchoring systems. Additionally, Tri State Carports, Inc. does not warrant any damages caused to product resulting from or area movement of the structure from the original installation point.

**Modification of Structure Voids Warranty.** Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by Tri State Carports, Inc. will VOID all warranties. Our offer products are designed and specifically engineered to provide superior performance as manufactured. Any changes to the design by the Buyer could compromise the structural integrity of the unit.

**Claims Procedure.** a.) Tri State Carports, Inc. must have a reasonable opportunity to inspect the claim and not begin any repairs prior to said inspection or the terms of the warranty could be voided. Tri State Carports, Inc. holds the right to require proof (e.g. photos), if needed, via e-mail or mail before writing up any repairs and/or claim. b.) Any claims beyond this document involving litigation or arbitration will be disputed in Court.

All buildings have a 30 day workmanship warranty effective upon day of installation. Any installation concern must be reported within 30 days beginning the date of installation. Tri State Carports, Inc. is not liable for any damages as a result of any inclement weather. Unlevelled lots, and customer recommendations buildings with frame lengths longer than 30 foot to be vertical roofs to avoid possible leaks and or rust in between seams. b.) Base Price reflects only roof & framing, sides, ends, etc... are optional features. Frames on regular style and boxed eave style buildings are 1 foot shorter than roof length. Roofs have 6" overhang on front and back. Frame lengths are as follows: 21' = 20' Frame, 26' = 25' Frame, and so on. Cement pad to match frame length or be at least 4" larger all around the foot print of the frame. Frames on vertical roof buildings are flush with the frame and do not have 6" overhang end to end.

I have read and completely understand the above terms and give my approval of installation of the unit as described on the front page of this document. ALL TERMS ABOVE AGREED TO BY CUSTOMER.

CITY OF FRANKLIN by Raquel Estacion  
CUSTOMER SIGNATURE

DATE: 4/17/20

WARRANT

20604

INVOICE #	REFERENCE	410	CCTRI-STATE CARPORTS
05012026	RCRP WEST SHELTER/CITY PA	05-04-5800	13829.13

CHECK DATE	5/01/26	CHECK #	20604	TOTAL	***13,829.13
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# AIA Document G702® – 1992

## Application and Certificate for Payment

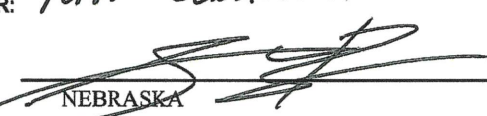
<b>TO OWNER:</b> City of Franklin 619 15th Avenue Franklin, NE 68939	<b>PROJECT:</b> City of Franklin Downtown Apartments & Commercial Project - Exterior Facade Project 619 15th Avenue Franklin, NE 68939	<b>APPLICATION NO:</b> 001	<b>Distribution to:</b> OWNER : [X] ARCHITECT : [X] CONTRACTOR : [ ] FIELD : [ ] OTHER : [ ]
<b>FROM</b> RMV Construction LLC	<b>VIA</b> Erickson Sullivan Architects & Associates, LLC	<b>PERIOD TO:</b> April 24, 2026	
<b>CONTRACTOR:</b> 1515 E 11th Street Kearney, NE 68847	<b>ARCHITECT:</b> 110 S. 14th Street, Suite 200 Lincoln, NE 68508	<b>CONTRACT FOR:</b> General Construction	
		<b>CONTRACT DATE:</b> 07-06-2026	
		<b>PROJECT NOS:</b> 35024 / 2510 /	

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

<b>1. ORIGINAL CONTRACT SUM</b> .....	\$313,275.00
<b>2. NET CHANGE BY CHANGE ORDERS</b> .....	\$0.00
<b>3. CONTRACT SUM TO DATE</b> (Line 1 ± 2).....	\$313,275.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703).....	\$68,107.00
<b>5. RETAINAGE:</b>	
<b>a.</b> 0.00% of Completed Work	
(Column D + E on G703:         \$68,107.00)=	\$0.00
<b>b.</b> 0.00% of Stored Material	
(Column F on G703:             \$0.00)=	\$0.00
<b>Total Retainage</b> (Lines 5a + 5b or Total in Column I of G703).....	\$0.00

**CONTRACTOR:** RMV Construction LLC  
By:   
Date: 4/28/26  
State of: NEBRASKA  
County of: BUFFALO

Subscribed and sworn to before me this 28th day of April 2026  
Notary Public: Kristie R France  
My Commission expires: November 16, 2027

State of Nebraska – General Notary  
KRISTIE R FRANCE  
My Commission Expires  
November 16, 2027

<b>6. TOTAL EARNED LESS RETAINAGE</b> ..... (Line 4 Less Line 5 Total)	\$68,107.00
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> ..... (Line 6 from prior Certificate)	\$0.00
<b>8. CURRENT PAYMENT DUE</b> .....	\$68,107.00
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$245,168.00

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED**..... \$68,107.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>



NET CHANGES by Change Order	\$0.00
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**RESOLUTION NO. 2026-04**  
**NUISANCE OFFICER**

The Mayor and City Council of the City of Franklin (hereinafter the City), in regular session assembled at the City Office in Franklin, Nebraska on this 12th day of May, 2026, hereby resolve as follows:

WHEREAS, The City desires to appoint a Nuisance Officer pursuant to the City Code of Ordinances, Ordinance No. 691, Article 2 (A);

WHEREAS, the South Central Economic Development District, Inc. (hereinafter SCEDD), is fully willing, able, and qualified to act as Nuisance Officer for the City;

NOW THEREFORE BE IT RESOLVED that the City approves the appointment of SCEDD to act as Nuisance Officer for the City for a period of twelve (12) months: May 12, 2026, to May 11, 2027.

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor is authorized to sign this Resolution, and that any ordinance or resolution in conflict with this Resolution is hereby revoked to any part in conflict herewith.

INTRODUCED AND PASSED THIS 12th DAY OF MAY, 2026.

\_\_\_\_\_  
Margaret M. Siel, Mayor

Attested to: \_\_\_\_\_ Raquel Felzien, City Clerk